



City Council Agenda

Thursday, November 12, 2020

6:00 PM

35 Cabarrus Avenue, W, Concord NC 28025

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.

In order to maintain the safety of City residents, City Council, and staff, the November 10, 2020 City Council Work Session and the November 12, 2020 City Council meeting will be conducted electronically via Zoom and can be accessed with the following link:

Join Zoom Meeting:

<https://us02web.zoom.us/j/82744897457?pwd=UGh3OXI4UHFIZzhpTkpUWVF2a2tqQT09>

Phone Dialing alternative:
646-876-9923 or 312-626-6799

Meeting ID: 827 4489 7457 Password: 579922

Public Hearings will be conducted during the November 10, 2020 Work Session. If you would like to comment on a public hearing item or to comment during the Persons Requesting to be Heard portion of the November 12, 2020 City Council meeting click the following link:

<https://forms.gle/M37tMtHE3AFFjbBp8>.

- I. Call to Order
- II. Pledge of Allegiance and Moment of Silent Prayer
- III. Approval of Minutes
October 6 and October 8, 2020.
- IV. Presentations
 - 1. Present a Proclamation recognizing Wednesday, November 11th, as Veteran's Day.
 - 2. Presentation of the 2020 Jo Atwater Continuous Core Values Award. The Jo Atwater Continuous Core Values Award is the highest award presented to a City of Concord Coworker. 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
- VI. New Business
 - A. Informational Items
 - B. Departmental Reports
 - C. Recognition of persons requesting to be heard
 - D. Public Hearings

1. Conduct a public hearing and consider adopting a resolution authorizing the negotiation of an installment financing contract and a deed of trust for the construction of a fire station at 3300 Roberta Road. Staff is recommending that the Concord City Council grant approval for the Finance Director and the City Manager to negotiate an installment financing contract, not to exceed \$6,000,000, for the site preparation, construction and furnishings of a fire station located at 3300 Roberta Road. Staff will accept bids for the financing and bring those terms back to City Council. Staff will ask the City Council to award the contract once all bids are received. Currently the closing will be held in or near February of 2021. The fire station was approved as part of the Capital Improvement Ordinance for fiscal year ending 2021.

Recommendation: Motion to adopt a resolution authorizing the negotiation of an installment financing contract and a deed of trust for the construction of a fire station at 3300 Roberta Road.

2. Conduct a public hearing to consider adopting an ordinance amending Section 7.7.4.E of the Concord Development Ordinance (CDO) to prohibit front-load townhomes on higher classification streets, and Section 7.8.18.A to correct a typographical error. Currently, the CDO provides little guidance on the development of townhomes (attached single family residential) and most of the dwelling units that are in process for development in the City are not traditional single-family detached units, but front-load townhomes (units with individual driveways that open onto the main street). Furthermore, front-load townhomes pose challenges with driveway spacing, parking, landscaping/tree canopy and utility/service provision. Planning staff coordinated with members of the Development Review Committee (DRC) to develop a draft set of standards for townhome development that would address the interests of the individual departments. After posting the draft standards on the website for comment, staff received numerous comments about the proposal with offers from several townhome developers to host tours of their products. Staff is planning to schedule site visits to these neighborhoods with members of DRC in order to refine the townhome standards. One of the components on the draft standards that received no comment was a proposed prohibition of front-load townhome units on collector (or higher) streets. Staff is proposing to move ahead with this amendment until such time as the final regulations can be developed, as it would address safety concerns on heavily travelled streets and major entrance roads in new subdivisions. Rear load townhomes and single family detached homes would still be permitted on collector (or higher) streets. Also proposed is a revision to the multifamily design standards in Section 7.8.18.A. This section was adopted with the maximum length of multifamily buildings being 160 feet instead of the intended 180 feet, and this revision would correct that typographical error.

Recommendation: Motion to adopt an ordinance amending Sections 7.7.4.E relative to front-load townhomes and Section 7.8.18.A relative to multifamily design standards.

3. Conduct a public hearing to consider adopting an ordinance amending the Historic Handbook Chapter 5, Section 6, Porches. The Historic Preservation Commission has proposed to modify the Historic Handbook to allow the use of composite materials on porch/deck floors of Pivotal and Contributing structures on a case by case basis if certain criteria are met. See attached staff report for detailed information on the request and to view the specific changes.

Recommendation: Motion to adopt an ordinance amending the Historic Handbook Chapter 5, Section 6, Porches.

4. Conduct a public hearing and consider adopting an ordinance for annexation of four (4) parcels located on the northeast side of the Rocky River Road and Lower Rocky River Road intersection. The authorized petitioner for the annexation is Bob Bennett, Stanley Martin Homes. The subject property consists of +/- 56.83 acres on the northeast corner of Rocky River Road and Lower Rocky River Road. The property

is also adjacent to the southwest corner of The Mills at Rocky River project, and west of CC Griffin Middle School. The applicant has proposed to annex the subject property for the development of an age restricted single-family residential detached subdivision.

Recommendation: Conduct a public hearing and consider a motion to adopt the annexation ordinance and set the effective date for October 8, 2020.

5. Conduct a public hearing and consider adopting an ordinance annexing +/- 0.214 acres located at 10515 Poplar Tent Rd, and owned by Larry and Myra Stinson.

A voluntary annexation petition for +/- 0.214 acres located at 10515 Poplar Tent Rd has been received for the purpose of establishing a public street.

Recommendation: Conduct a public hearing and consider a motion adopting the annexation ordinance and set the effective date for November 12, 2020.

6. Conduct a public hearing and consider adopting an ordinance annexing +/- 28.6 acres located at 1252 and 1260 Cox Mill Rd, and an unaddressed parcel, owned by the City of Concord.

A voluntary annexation petition of +/- 28.6 acres located on Cox Mill Rd, owned by the City of Concord, has been received for the purpose of developing a municipal park. PINs: 4680-23-8327, 4680-43-2410, & 4680-33-2486

Recommendation: Consider a motion to adopt the annexation ordinance and set the effective date for November 12, 2020.

7. Conduct a public hearing pursuant to NC General Statutes Sec. 158-7.1 and consider authorizing the City Manager to negotiate and execute a contract for a ten year / Gradually Declining Percentage tax based Downtown MSD Economic Development Incentive Grant based on paid MSD, City, and County taxes to Concord Master Venture, LLC (Lansing Melbourne Group) for the development of three mixed use structures located at 30 Market St. SW., 26 Union St. S., and 25 Barbrick Ave. SW.

North Carolina General Statutes authorize the City Council to offer incentives for certain purposes, including stimulating private sector expansion of new facilities that increase the population, taxable property, or business prospects of the city. The proposed mixed use development represents an estimated \$50,000,000 investment. The proposed incentive is offered under the terms of the approved Master Developer's Agreement between the City of Concord and Concord Master Venture, LLC. The gradually declining percentage is 85% for years 1-5, 75% for year 6, 65% for year 7, 55% for year 8, and 50% for years 9-10. Attached is the grant analysis for review.

Recommendation: Conduct a public hearing and consider a motion to authorize the City Manager to negotiate and execute a contract for a ten year/ Gradually Declining Percentage tax based Downtown MSD Economic Development Incentive Grant based on paid MSD, City, and County taxes to Concord Master Venture, LLC for the development of three mixed use structures located at 30 Market St. SW., 26 Union St. S., and 25 Barbrick Ave. SW.

8. Conduct a public hearing and consider authorizing the City Manager to negotiate and execute an agreement with Cabarrus County for the City to receive an annual payment from Cabarrus County for the purpose of granting a ten-year/Gradually Declining Percentage tax-based downtown MSD economic development grant to Concord Master Venture, LLC to locate development projects at 30 Market St. SW., 26 Union St. S., and 25 Barbrick Ave. SW. in Concord pursuant to NC General Statutes Sec. 158-7.1

North Carolina General Statutes authorize the City Council to offer incentives for certain purposes, including stimulating private sector expansion of new facilities that increase the population, taxable property, or business prospects of the city. Cabarrus County would agree to make annual payments to the City of Concord for the duration of the incentive agreement with LMG based on the relative grant percentage and taxes paid. The City will use the funds to make the relative grant payments to LMG on an annual basis, acting as a pass through for Cabarrus County, until the termination of the economic development incentive agreement. The proposed interlocal agreement is offered

under the terms of the approved Master Developer's Agreement between the City of Concord and Concord Master Venture, LLC.

Recommendation: Conduct a public hearing and consider a motion to authorize the City Manager to negotiate and execute an agreement with Cabarrus County for the City to receive an annual payment from Cabarrus County for the purpose of granting a ten-year/Gradually Declining Percentage tax-based downtown MSD economic development grant to Concord Master Venture, LLC to locate development projects at 30 Market St. SW., 26 Union St. S., and 25 Barbrick Ave. SW. in Concord pursuant to NC General Statutes Sec. 158-7.1.

9. Conduct a public hearing and consider authorizing the City Manager to negotiate and execute a parking garage lease agreement with Cabarrus County and Concord Master Venture, LLC to provide Concord Master Venture, LLC evening and optional paid daytime parking spaces in the Cabarrus County Parking deck.

In September 2020, Council approved a master development agreement with Concord Master Venture, LLC aka Lansing Melbourne Group (LMG) for the development of three mixed use structures at 30 Market St. SW, 26 Union St. S., and 25 Barbrick Ave. SW. The master development agreement calls for the proposed three party parking lease agreement. The Cabarrus County Commission is set to consider approving the parking garage lease agreement at its next regular meeting on November 16, 2020. The City would provide 132 spaces and the County would provide 168 spaces in the County's downtown parking deck during the evenings (5 PM – 8 AM) and all day on Saturdays and Sundays at no cost. The City would offer 80 optional paid passes and the County would offer 120 optional paid passes for daytime parking, should the County ever decide to impose parking restrictions on the downtown County parking deck. See the attached.

Recommendation: Conduct a public hearing and consider a motion to authorize the City Manager to negotiate and execute a parking garage lease agreement with Cabarrus County and Concord Master Venture, LLC to provide Concord Master Venture, LLC evening and optional paid daytime parking spaces in the Cabarrus County Parking deck.

E. Presentations of Petitions and Requests

1. Consider approving appropriation of Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding in the amount of \$255,000 to purchase and rehabilitate 570 Vance Drive, NE from Habitat for Humanity Cabarrus; repair The Salvation Army food pantry facility in the amount of \$25,000; and fund select public service agencies responding to immediate community needs related to COVID-19 in the amount of \$349,865.

On September 11, 2020, official notification was issued for the City of Concord in regards to a special allocation of The Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136). The CARES Act allocated supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus. Additionally, the CARES Act provides flexibilities that make it easier to use the funds by granting waivers, removes the spending cap regulated for public service agencies and alternative requirements. Within the notification, Concord was allocated an additional \$604,865 to respond to the growing effects of this historic public health crisis. Based on guidance provided by HUD, staff received approval for the acquisition and rehabilitation of a facility to safely house persons temporarily who are either waiting for test results or need to quarantine. Staff also received approval to complete a repair in the food storage area of The Salvation Army building. Due to the increase in persons seeking assistance because of COVID-19, HUD approved the request to repair the issue. City staff will oversee the work to ensure compliance with HUD regulations. In addition, staff worked with the four agencies listed in the attached report who are meeting immediate needs for

Concord residents, to assess their individual COVID-19 related needs totaling \$324,865. See the attached staff report for more information.

Recommendation: Motion to approve appropriation of Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding in the amount of \$255,000 to purchase and rehabilitate 570 Vance Drive NE from Habitat for Humanity Cabarrus, repair The Salvation Army food pantry facility for \$25,000 and fund select public service agencies responding to immediate community needs related to COVID-19 in the amount of \$324,865.

- 2. Consider a motion to approve the purchase of 487 & 489 Cook Street NW, from Blue Ram Properties, LLC for \$125,000 using City Affordable Housing funds.** As staff was conducting a windshield survey, this property was identified as vacant. After contacting the owner, who stated they were planning to sell the property, staff viewed the unoccupied home to assess condition. The current owners had completed some repairs, but additional minor renovation will be needed. Once all work is complete, ownership would be transferred to Concord Family Enrichment Association for continued maintenance and management. Tax value of the home is \$82,790. An offer, contingent on Council approval, has been accepted by the owner for \$125,000. The purchase would use the City's affordable housing allocation.

Recommendation: Motion to approve the purchase of 487 & 489 Cook Street NW, from Blue Ram Properties, LLC for \$125,000 using City Affordable Housing funds.

- 3. Consider adopting a resolution to sale 2,949 square feet of 247 Crowell Drive NW to Roenix, LLC for \$500.00 for continued use as a driveway.** In early 2020, staff was contacted by Roenix, LLC, located at 191 Crowell Drive NW, about purchasing a 2,949 square feet area between the campus of ClearWater Arts Center & Studio and parking area of Roenix. The subject area is currently being used as extended parking for the business and is maintained by Roenix (26 Industries). Due to the location, the area has better access to the neighboring property than ClearWater. The daily operations within the ClearWater campus will not be impacted. Staff recommends selling this portion to Roenix, LLC for continued use as parking.

Recommendation: Motion to adopt a resolution to sale 2,949 square feet of 247 Crowell Drive NW to Roenix, LLC for \$500.00 for continued use as a driveway and direct the City Clerk to publish a notice of proposed sale of the property.

- 4. Consider authorizing the City Manager to negotiate and execute a contract with Talbert Bright and Ellington (TBE) to provide professional engineering, design and bidding service for the hangar's taxilanes rehabilitation project.** The intent of this project is to mill 2 inches of existing P-401 bituminous concrete and place back 2 inches of P-401 bituminous concrete over the taxilane pavement between all of the hangars. There are some areas between the hangars that are exhibiting alligator cracking which may require pavement reconstruction. These elements are dependent on the subsurface geotechnical investigation. The Federal Aviation Administration (FAA), Memphis Airport District Office, has agreed to fund the project in FY21. Total project cost is estimated at \$2,717,875, which includes professional services and construction. Funding will be provided by FAA, NCDOT AVIATION and retained earnings.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Talbert Bright and Ellington (TBE) for the design and bidding services for hangar's taxilanes rehabilitation not to exceed \$194,883.

- 5. Consider authorizing the City Manager to negotiate and execute a contract with the Houston Galveston Area Cooperative Purchasing Program for the purchase of 2 Pierce manufactured engine/pumper trucks.** By using the government to government purchasing cooperative for the purchase of the fire apparatus, the City is able to purchase the apparatus for a total cost of \$1,307,368.00 (while providing a chassis with the latest safety features available). Using the pre-pay method along with

the duplicate truck purchase will result in a cost savings of \$34,178.00. The apparatus will be a replacement for Engine #7 and Engine #12 and is approved in the FY19-20 budget in the amount of \$1,400,000. The trucks currently have a 10-11 month build time.

Recommendation: Motion to authorize the City Manager to negotiate and sign a contract for the purchase of the Pierce apparatus using the Houston Galveston Area purchasing cooperative.

- 6. 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 one (1) new 35' heavy duty hybrid electric diesel bus for the Rider system.** Concord is a member of the PART consortium bus procurement contract that was established earlier this year for heavy duty 35' and 40' diesel and hybrid diesel electric buses. Rider Transit is seeking to purchase one (1) heavy-duty 35' hybrid bus using this contract. This new bus will expand our spare ratio of buses that was reduced with the establishment of the CCX route in 2018, allowing Rider Transit better operational and maintenance flexibility. In June, Rider Transit was awarded a Surface Transportation Block Grant from the Cabarrus Rowan MPO specifically for the purpose securing this spare bus. Those funds (\$580,000) will cover 80% of the cost of this vehicle. The remaining 20% (\$145,670) will be split 50/50 between Concord and Kannapolis (\$72,835 each).

Recommendation: Motion to authorize the City Manager to sign a contract with Gillig LLC utilizing with a not to exceed maximum cost of \$725,670.

- 7. Consider authorizing the City Manager to negotiate and execute a contract with Fuller & CO. Construction, LLC, for the installation of the Spring St., SW Water Line replacement.** The Spring St., SW Water Line replacement project consists of the installation of approximately 1832 linear feet of 8-in water distribution main along Spring St., SW between Miller Ave., SW and Fryling Ave., SW. The existing line was installed in 1948 and has reached the end of its useful life and needs to be replaced. The project was bid under the formal bidding process. Bids were taken on October 22, 2020 and 3 bids were received. The lowest responsible bidder was Fuller & CO. Construction, LLC, in the amount of \$883,929.10, which is within budget.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Fuller & CO. Construction, LLC, in the amount of \$883,929.10 for the installation of the Spring St., SW Water Line replacement.

- 8. Consider adopting a resolution to convey a temporary construction easement to TSH Development Company, LLC.** TSH Development Company is developing apartments and townhomes on Weddington Road. The City owns the site adjacent to their parcel on which the existing sewer main is located. TSH Development Company, LLC needs a temporary construction easement in order to connect to the sewer to serve their site.

Recommendation: Motion to adopt a resolution to convey a temporary construction easement to TSH Development Company, LLC.

- 9. Consider adopting a resolution authorizing the Abandonment of Easement across property at 107 Northchase Drive (PIN 4670-99-0483).** There is a permanent easement recorded as Deed Book 13649 Page 229 to the City of Concord for utilities. This easement was acquired by the developer for Wallace Meadows subdivision in order to serve their development with sewer. The developer has requested that this easement be abandoned due to a sewer redesign. A corresponding temporary construction easement is also requested to be abandoned.

Recommendation: Motion to adopt a resolution authorizing the Abandonment of Easement.

- 10. Consider approving a modification to the Interlocal Agreement with Cabarrus County administering the Central Area Plan.** The City entered into an Interlocal Agreement with Cabarrus County administering the Central Area Plan. Under the

Agreement, the City agreed not to extend utilities into certain areas east of the then existing City limits except under certain limited circumstances. Julia Walker has requested an exception to the Agreement in order to obtain water service for a proposed single-family home at 2925 Twinfield Drive (PIN 5640 52 1661).

Recommendation: Motion to approved a modification of the Interlocal Agreement regarding the Central Area Plan to allow the provision of water to 2925 Twinfield Drive.

- 11. Consider a Preliminary Application from Joel Corriher.** In accordance with City Code Chapter 62, Joel Corriher has submitted a preliminary application to receive sewer service outside the City limits. The property is located at 172 Scalybark Trail. The parcel is approximately 2.28 acres, zoned LDR and is currently vacant. Public sewer is not currently available to this parcel; however, it may be available in the future due to a sewer extension to be installed by the developer of Annsborough Park. There is not City water available to the parcel. The applicant would like to know whether this parcel will have access to the sewer once it is installed. The recommendation would be to include the same time limit as imposed on an adjoining property.

Recommendation: Motion to accept the preliminary application and have the owner proceed to the final application phase excluding annexation with the condition the property owner must connect to the sewer line in a period of one-year from the date the City takes ownership of the sewer line.

VII. Consent Agenda

- A. Consider authorizing one (1) day (eight-hour period) of paid administrative leave for a raffle or prize for co-workers participating in the City United Way campaign.**

The United Way committee is requesting one day (eight-hour period) of paid administrative leave to use as part of the fund-raising effort. Funds raised go toward helping local volunteers make local decisions to help local agencies address critical needs right here in our community.

Recommendation: Motion to authorize one (1) day (eight-hour period) of paid administrative leave for a raffle or prize for co-workers participating in the City United Way campaign.

- B. Consider authorizing the Housing Department to apply for the Emergency Safety Funding Grant.** If awarded, the grant funds will be used for Public Housing units that are in need of emergency structural repair and/or environmental issues.

Recommendation: Motion to authorize the Housing Department to apply for the Emergency Safety Funding Grant.

- C. Consider authorizing the City Manager to accept an award in the amount of \$28,597.50 under the FY 2020 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation from the U.S. Department of Justice to purchase 93 bulletproof vests over the next two years.** The Concord Police Department received official notification on October 19, 2020 for the Fiscal Year 2020 Patrick Leahy Bulletproof Vest Partnership Grant from the United States Department of Justice. This grant reimburses agencies up to 50% of the costs of new, uniquely fitted, bulletproof vests. The department projects needing to purchase 93 vests over the next two years at a total cost of \$57,195, of which, the City would receive reimbursement of \$28,597.50 under grant guidelines.

Recommendation: Motion to authorize the City Manager to accept an award in the amount of \$28,597.50 under the FY 2020 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation from the U.S. Department of Justice to purchase 93 bulletproof vests over the next two years.

- D. Consider authorizing the City Manager to enter into a contract with the North Carolina Department of Transportation (NCDOT) and execute all agreements and contracts with the NCDOT, Public Transportation Division (PTD).** Each year, the City of Concord acts as lead agency for the Cabarrus-Rowan Urban Area

Metropolitan Planning Organization (MPO) in an agreement with the North Carolina Department of Transportation (NCDOT) to receive Section 5303 Federal Transit Administration (FTA) funds for Metropolitan Planning for Transit. The purpose of the Section 5303 funds are to assist in the development of improved public transportation facilities, equipment, techniques, and methods with the cooperation of public transportation companies both public and private; and to provide assistance to state and local governments and their instrumentals in financing such systems, to be operated by public and private transportation companies as determined by local needs; and various federal urban transportation planning regulations require that each urbanized area have a comprehensive, cooperative, and continuing transportation planning process. For FY21, the NCDOT has allocated \$95,751 which covers the 80% federal share and the 10% state share. The remaining 10% share of \$9,576 is the local share which is split between the City of Concord and the City of Kannapolis. The budget was appropriated during the adoption of the FY21 budget ordinance.

Recommendation: Motion to authorize the City Manager to enter into a contract with the North Carolina Department of Transportation (NCDOT) and execute all agreements and contracts with the NCDOT, Public Transportation Division (PTD).

- E. Consider accepting an Offer of Dedication of an access easement and approval of the maintenance agreement.** In accordance with the CDO Article 4, the following access easements and maintenance agreements are now ready for approval: HSREI, LLC (PIN 4599-10-9019) 7609 Hendrick Auto Plaza NW and Niblock Homes, LLC (PIN 5610-03-2595) 4001 Weddington Road. Access easements and SCM maintenance agreements are being offered by the owners.

Recommendation: Motion to approve the maintenance agreements and accept the offers of dedication on the following properties: HSREI, LLC and Niblock Homes, LLC.

- F. Consider accepting an Offer of Infrastructure at Poplar Point Townhomes Phase 1 Map 1, Crosfit Vitality, Meadows Corporation, Cabarrus Charter Academy, Park View Estates Ph 3 Map 2, Bedford Farms Ph 4, and Ascendum Machinery.** In accordance with the CDO Article 5 improvements have been constructed in accordance with the City's regulations and specifications. The following is being offered for acceptance: 94' of 12" water main, 2,904' of 8" water main, 311' of 6" water main, 25' of 4" water main, 849' of 2" water main, 4 hydrants, 4,952' of 8" sewer line, and 24 manholes.

Recommendation: Motion to accept the offer of infrastructure in the following subdivisions and sites: Poplar Point Townhomes Phase 1 Map 1, Crosfit Vitality, Meadows Corporation, Cabarrus Charter Academy, Park View Estates Ph 3 Map 2, Bedford Farms Ph 4, and Ascendum Machinery.

- G. Consider adopting an amendment to the Transportation project fund to recognize developer contributions for the Poplar Tent/Harris project.** The Oaklawn Developer's agreement included a developer contribution in lieu of street improvements related to the Poplar Tent/Harris project. Staff is requesting that a project be approved to recognize the contribution of \$275,000.

Recommendation: Motion to adopt an amendment to the Transportation project fund to recognize developer contributions for the Poplar Tent/Harris project.

- H. Consider approving a budget amendment as a result of additional Capital Funds Awarded by HUD for the Housing Department.** The Concord Housing Department received an additional allocation of \$1,977 from HUD for the Housing Capital Fund Program. A budget amendment is needed to allow these funds to be spent.

Recommendation: Motion to adopt the budget amendment for the Housing Capital Fund

- I. Consider adopting a general fund budget ordinance amendment to recognize a workmen's compensation reimbursement.** The City has received a workmen's compensation reimbursement in the amount of \$12,500. Staff is requesting that these

funds be placed back in the police department operating budget since the original claim was paid from that department.

Recommendation: Motion to adopt a general fund budget ordinance amendment to recognize a workmen's compensation reimbursement.

- J. Consider adopting a budget amendment to correct the additional CARES funding for the Housing Choice Voucher program to reflect actual receipts.** In September 2020, City Council approved a budget amendment when accepting the additional CARES funding award that was \$6,000 more than actual receipts. This amendment will correct the budget to reflect actual receipts from HUD in the amount of \$82,742.

Recommendation: Motion to adopt a budget amendment to correct the additional CARES funding for the Housing Choice Voucher program to reflect actual receipts.

- K. Consider approving a change to the classification/compensation system to include the following classification: Grant 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 Grant Specialist (Grade 208) with a salary range of \$40,838.40 (minimum) - \$54,110.86 (midpoint) - \$67,383.37 (maximum).

- L. Receive quarterly report on water and wastewater extension permits issued by the Engineering Department in the third quarter of 2020.** In accordance with City Code Chapter 62, attached is a report outlining the water and wastewater extension permits that were issued between July 1, 2020 and September 30, 2020.

Recommendation: Motion to receive the third quarter water and wastewater extension report for 2020.

- M. Consider accepting the required annual information on the Identity Theft Program.** Staff is required to review the City's Identity Theft Detection and Prevention Program each year to ensure that the City is in compliance and also to ensure that the policy remains current. Staff is also required to disclose to City Council any identity theft issues. Staff has reviewed the current policy and has found no issues that need to be addressed. The identity theft instances over the last year are attached for your review.

Recommendation: Motion to accept the annual report on the City's Identity Theft Program.

- N. Consider acceptance of the Tax Office reports for the month of September 2020.** 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 September 2020.

- O. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of September 2020.** 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 September 2020.

- P. Receive monthly report on status of investments as of September 30, 2020.** 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.

VIII. Matters not on the agenda

- TAC
- MTC

- **Centralina Regional Council**
 - **Concord/Kannapolis Transit Commission**
 - **WSACC**
 - **Public Art Advisory Committee**
 - **Concord Family Enrichment Association**
 - **PTT Committee**
 - **Barber Scotia Community Task Force 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.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONCORD, NORTH CAROLINA
AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND
PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**

WHEREAS, the City of Concord, North Carolina (the “*City*”) is a municipal corporation duly created and validly existing under the Constitution, statutes and laws of the State (the “*State*”);

WHEREAS, the City has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the City Council of the City (the “*City Council*”) hereby determines that it is in the best interest of the City to (1) enter into an installment financing contract (the “*Contract*”) with a financial institution to be determined (the “*Bank*”) in order to pay the costs of clearing/grading the site of a new fire station and construction of the facility and associated furnishings (the “*Project*”) and (2) in order to provide security for the City’s obligations under the Contract, grant to the Bank a security interest under a deed of trust, security agreement and fixture filing (the “*Deed of Trust*”) on the site of the Project;

WHEREAS, the City staff has retained (1) Parker Poe Adams & Bernstein LLP, as special counsel (“*Special Counsel*”) and (2) First Tryon Advisors, as financial advisor, in connection with the proposed installment financing;

WHEREAS, the City Council hereby determines that the Project is essential to the City’s proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the Project will provide an essential use and will permit the City to carry out public functions that it is authorized by law to perform; and that entering into the Contract and Deed of Trust is necessary and expedient for the City by virtue of the findings presented herein;

WHEREAS, the City Council hereby determines that such cost of the Project exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the City in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of financing the Project pursuant to the Contract and the Deed of Trust is expected to exceed the cost of financing the Project pursuant to a bond financing for the same undertaking, the City hereby determines that the cost of financing the Project pursuant to the Contract and Deed of Trust and the obligations of the City thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of the Project; and (3) insufficient revenues are produced by the Project so as to permit a revenue bond financing;

WHEREAS, the City Council hereby determines that the estimated cost of financing the Project pursuant to the Contract and the Deed of Trust allows the City to finance the Project at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the City and

reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

WHEREAS, the increase in taxes, if any, necessary to service the installment payments falling due under the Contract will not be excessive;

WHEREAS, Special Counsel will render an opinion to the effect that entering into the Contract and the transactions contemplated thereby are authorized by law;

WHEREAS, no deficiency judgment may be rendered against the City in any action for its breach of the Contract, and the taxing power of the City is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under the Contract;

WHEREAS, the City is not in default under any of its debt service obligations;

WHEREAS, the City's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the City has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget Ordinance;

WHEREAS, past audit reports of the City indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the City has not been censured by the Local Government Commission of North Carolina (the "LGC"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

WHEREAS, a public hearing on the Contract, the Deed of Trust and the Project, after publication of a notice with respect to such public hearing, was held on October 8, 2020 and approval of the LGC with respect to entering the Contract must be received; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONCORD, NORTH CAROLINA, AS FOLLOWS:

Section 1. ***Authorization to Negotiate the Contract and the Deed of Trust*** That the City Manager and the Finance Director, with advice from the City Attorney, Special Counsel and the City's financial advisor, are hereby authorized and directed to negotiate on behalf of the City (1) the financing of the Project for a principal amount of approximately \$6,000,000 under the Contract to be entered into with the Bank in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended, and (2) the provision of a security interest under the Deed of Trust in the City's fee simple interest in the site of the Project, together with all improvements and fixtures located thereon, as may be required by the Bank providing the funds to the City under the Contract to secure the City's obligations thereunder.

Section 2. ***Application to LGC.*** The Finance Director or her designee is hereby directed to file with the LGC an application for its approval of the Contract and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the City and its financial condition as may be required by the LGC.

Section 3. ***Approval of the Financing Team.*** Parker Poe Adams & Bernstein LLP has been retained by the City to serve as special counsel and First Tryon Advisors been retained to serve as financial advisor. The City Manager and the Finance Director, with advice from the City Attorney, are

hereby authorized to retain the assistance of other professionals as they deem necessary and desirable to carry out the intention of this Resolution.

Section 4. ***Ratification.*** All actions of the City and its officials, whether previously or hereafter taken in effectuating the proposed financing as described herein, are hereby ratified, authorized and approved.

Section 5. ***Repealer.*** All motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 6. ***Effective Date.*** This Resolution is effective on the date of its adoption.

Read, approved and adopted this 8th day of October, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim J. Deason, City Clerk

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

I, *Kim 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 RESOLUTION OF THE CITY OF CONCORD, NORTH CAROLINA AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**” adopted by the City Council of the City of Concord, North Carolina in regular session duly convened on the 8th day of October, 2020, as recorded in the minutes of the City Council of the City of Concord, North Carolina.

WITNESS, my hand and the seal of the City of Concord, North Carolina, this the ___ day of _____, 2020.

(SEAL)

Kim Deason, City Clerk
City of Concord, North Carolina

7.7.4.E

E. Special Standards for a Townhouse

Side yards are not required for interior townhouses, but street and rear yards shall be provided, and building separation requirements shall be maintained for all townhouse structures.

1. ~~1.~~ The maximum number of units allowed in a single building is eight (8).
2. Front loaded townhomes are prohibited on streets which are classified (or proposed to be classified) as collector or higher. Front loaded townhomes are defined as units which provide a vehicular access point to a street, on the same side as the front façade.

7.8.18 MULTI-FAMILY BUILDING STANDARDS

- A. **Building Length.** In attached multi-family projects, buildings ~~longer~~ shall not exceed ~~186~~0 feet in length. Building facades should be broken up to give the appearance of a collection of smaller buildings. Long, unbroken building facades and simple box forms are prohibited.

AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE CITY OF CONCORD, NORTH CAROLINA

WHEREAS, the City of Concord, North Carolina pursuant to the authority conferred by the North Carolina General Statute §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 §§160A-364 through §§160A-366 and 160A-381 through 160A-392 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 160A-381 through 160A-394 does hereby recognize a need to amend the text of certain articles of the City of Concord Development Ordinance.

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

SECTION 1: That the following section of Concord Development Ordinance (CDO) Article 7 "Base Zoning Districts," Section 7.7 "Single Family Site Design Standards", Subsection 7.7.4.E, "Site Elements - Special Standards for a Townhouse" be amended to the following:

E. Special Standards for a Townhouse

Side yards are not required for interior townhouses, but street and rear yards shall be provided, and building separation requirements shall be maintained for all townhouse structures.

1. The maximum number of units allowed in a single building is eight (8).
2. Front loaded townhomes are prohibited on streets which are classified (or proposed to be classified) as collector or higher. Front loaded townhomes are defined as units which provide a vehicular access point to a street, on the same side as the front façade.

SECTION 2: That the following section of Concord Development Ordinance (CDO) Article 7 "Base Zoning Districts," Section 7.8 "Standards For Multifamily Developments", Subsection 7.8.18.A, "Building Length" be amended to the following:

- A. Building Length. In attached multi-family projects, buildings shall not exceed 180 feet in length. Building facades should be broken up to give the appearance of a collection of smaller buildings. Long, unbroken building facades and simple box forms are prohibited.

SECTION 3: That all remaining Articles and Sections of this Ordinance be renumbered to include the newly created Articles and Sections.

SECTION 4: That this Ordinance be effective immediately upon adoption.

Adopted in this November 12th , 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



DATE: October 8th, 2020

CASE: TA-04-20 - Staff Report for Text Amendments the Historic Handbook
"Chapter 5 – Section 6 “Porches”

PREPARED BY: Starla Rogers – Planning and Development Manager

BACKGROUND

The structures within Concord’s three Historic Districts are classified as either “pivotal,” “contributing,” “fill,” or “intrusive.” The majority of the structures are classified as contributing. Pivotal and contributing designations identify the most historically impactful structures within the districts. These structures are the greatest assets to the fabric of the districts’ historic significance. The Historic Handbook describes changes that are appropriate or inappropriate based on those four designations.

Over the past several years, the Historic Preservation Commission has received several requests to utilize “composite materials” for projects within the Historic District. These composite products vary in composition and are designed to replicate historic materials, such as wood, but have a greater longevity. Currently, the Historic Handbook discourages, or in some circumstances disallows, the utilization of composite materials on structures designated as “pivotal” or “contributing.” Their use, however, may be allowed on fill and intrusive structures.

A recent request resulted in the Commission’s desire to consider composite materials on porch and deck floors, for historic structures within all property designations, on a case by case basis. At the direction of the Commission, Staff conducted research of other municipalities and spoke with the State Historic Preservation Office concerning the allowance of composite material on porch and deck floors. The overall conclusion was that composite material should be discouraged. However, if the Commission decided to allow composite material, it should be approved sparingly and only when at least one of four circumstances is present: 1) unavailability of historic materials, 2) unavailability of a skilled craftsman to reproduce the historic material, 3) inherent flaws in original materials or design, and 4) code-required changes. A text amendment allowing for the use of composite materials in the above referenced circumstances, has been drafted and attached for the Commission’s review.

The Historic Preservation Commission voted unanimously at their September 9th meeting to forward this text amendment to the Planning and Zoning Commission, requesting that the Planning and Zoning Commission forward the Historic Handbook amendment to City Council with a recommendation of approval.

The Planning and Zoning Commission voted unanimously at their September 15th meeting to forward the amendment to City Council with a recommendation of approval.

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND HISTORIC HANDBOOK
OF THE CITY OF CONCORD, NORTH CAROLINA

WHEREAS, the City of Concord, North Carolina pursuant to the authority conferred by the North Carolina General Statute §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 §§160A-364 through §§160A-366 and 160A-381 through 160A-392 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 160A-381 through 160A-394 does hereby recognize a need to amend the text of certain articles of the City of Concord zoning Ordinance.

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

SECTION 1: That the Historic Handbook Historic Handbook "Chapter 5 - Section 6: "Porches," incorporated into the Concord Development Ordinance by reference (CDO Article 9.8), be repealed and adopted in the form of the attached document.

SECTION 2: That all remaining Articles and Sections of this Ordinance be re-numbered to include the newly created Articles and Sections.

SECTION 3: That this Ordinance be effective immediately upon adoption.

Adopted in this 8th day of October 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

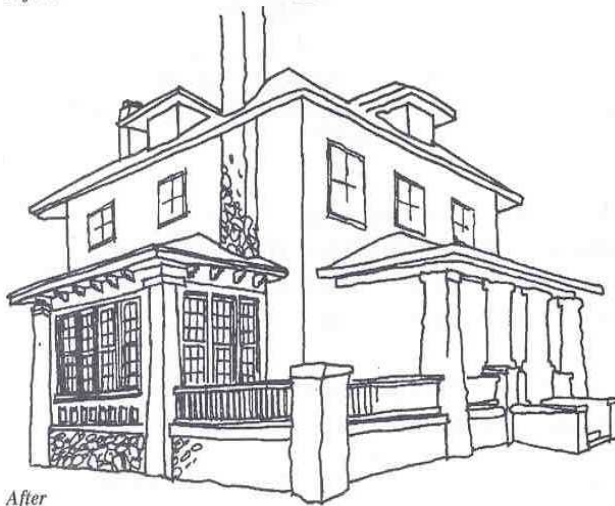
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

Chapter 5 – Section 6: PORCHES



Before



After

Porches which are original or are compatible with the design of the structure should be retained. Replacement of original wooden porch columns with metal substitutes should be avoided.

The enclosure of original porches, particularly front porches, should be avoided. Enclosing original side and rear porches with solid walls should also be avoided. However, their conversion to “sun parlors” may be appropriate in some instances. Windows in these enclosures should be smaller, multi-paned, and compatible with existing windows. Larger expanses of glass are not appropriate.

Original steps should be retained and handrails should match the railing on the porch. The replacement of wooden steps with precast concrete should be avoided.

Stairs and fire escapes are often required by North Carolina State Building Code when single family residences are converted to multifamily or nonresidential uses. To the greatest extent possible, stairs and fire escapes

should be located where they are not visible from the street.

Decks are generally not appropriate for homes within the districts. However, when decks are constructed, they should be located in the rear yard only, and should not project into the interior side yard. Decks should be avoided on corner lots, since their view can not be completely obscured from both streets. Rails on decks should match those on the porches. Lattice and shrubbery around the foundations enhance the appearance of decks, and should be utilized when possible.

DESIGN GUIDELINES AND RECOMMENDATIONS

1. Alterations to original porches that have no historic basis are not appropriate. **Repair original materials if possible. If replacement is necessary, replace with matching material.**
2. **Composite/substitute materials may be approved for Pivotal and Contributing structures by the Historic Preservation Commission for porch and deck flooring on a case-by-case basis, provided that one of the following four circumstances are present: unavailability of historic materials, unavailability of a skilled craftsman to reproduce the historic material, inherent flaws in original materials or design, and code-required changes.**
3. **Substitute materials shall be compatible with historic materials in appearance, physical properties, and general installation.**
4. Enclosure of side or rear porches and balconies is discouraged. If enclosure of a side or rear porch is required for a new use, design the enclosure so that the historic character and features of the porch are preserved.
5. Decks may only be located in the rear of the property.
6. Design decks to be compatible in material, color, and detail with the historic building.
7. Construct decks so that they can be removed in the future without damaging the historic structure.
8. Construct decks so that there is the least possible loss of historic fabric. Also, ensure that character-defining features of the historic building are not obscured, damaged, or destroyed.
9. Inset decks from the corner of the primary structure where necessary in order to prevent visibility from the street.
10. Handicap accessible ramps should be temporary structures and able to be removed once no longer needed. Ramps deemed appropriate by a Certificate of Appropriateness should not detract from the aesthetic and architectural character of the principle dwelling unit nor should the removal of a ramp jeopardize any portion of the unit's structural integrity. To the greatest extent feasible, handicap ramps should be located where they are not visible from the street.

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Adopted in this 12th day of November 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND HISTORIC HANDBOOK
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CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

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VaLerie Kolczynski, City Attorney

Chapter 5 – Section 6: PORCHES



Before



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- 1.** Alterations to original porches that have no historic basis are not appropriate. **Repair original materials if possible. If replacement is necessary, replace with matching material.**
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- 6.** Design decks to be compatible in material, color, and detail with the historic building.
- 7.** Construct decks so that they can be removed in the future without damaging the historic structure.
- 8.** Construct decks so that there is the least possible loss of historic fabric. Also, ensure that character-defining features of the historic building are not obscured, damaged, or destroyed.
- 9.** Inset decks from the corner of the primary structure where necessary in order to prevent visibility from the street.
- 10.** Handicap accessible ramps should be temporary structures and able to be removed once no longer needed. Ramps deemed appropriate by a Certificate of Appropriateness should not detract from the aesthetic and architectural character of the principle dwelling unit nor should the removal of a ramp jeopardize any portion of the unit's structural integrity. To the greatest extent feasible, handicap ramps should be located where they are not visible from the street.

Meeting Date

October 8, 2020

Background

The subject property consists of +/- 56.83 acres on the northeast corner of Rocky River Road and Lower Rocky River Road. The property is also adjacent to the southwest corner of the Mills at Rocky River project, and west of CC Griffin Middle School. The subject petition is a resubmittal for a previously considered site. The 2019 petition was submitted prior to the adoption of the Conservation Subdivision standards and the request was tabled until the ordinance could be adopted. After the Conservation Subdivision Ordinance was adopted, the petitioner provided details on the intended use of the property, which included 113 homes on the +/- 56.83 acres. Council held a public hearing on March 12th, 2020 and voted to decline annexation. Subsequently, the applicant submitted a petition for annexation for the same property, demonstrating 106 homes. Council declined the annexation on July 9th, 2020. The current petitioner, who worked in coordination with the petitioner from the previous annexation requests, is proposing annexation for the purpose of developing the property with 106 homes on the site as previously designed. The petitioner is willing, if annexed, to add a condition to the rezoning request, stating that the neighborhood would be age restricted by deed.

As with all annexations, staff contacts both internal City departments and external agencies for input. Previously, the Concord Fire Department stated that due to the location of the site in comparison to the primary corporate limits and the distance to nearest fire station, it would be necessary to contract out fire services for the site if annexation were approved. Fire has recalculated the distance and believes they can serve the site without outside contracts. However, the Police Department maintains that annexation would “stretch out the boundaries of Baker District and dilute resources further away from the more populated areas of that district,” and that if annexed, consideration should be given to future resource needs. City Staff also recognizes the sizeable distance between the furthest point of the subject property to the City’s primary contiguous corporate limits. Annexation of the subject property would extend the furthest point of the City’s satellite corporate limits (The Mills at Rocky River) further south, expanding the required municipal service area. Cabarrus County Schools has stated that if the development is age restricted, it will have little impact on enrollment numbers.

Should annexation be adopted, the petitioner plans to request a rezoning to the CS (Conservation Subdivision) zoning classification. Although site plans are not required for annexation hearings, the petitioner has provided a preliminary site schematic which is attached to Council’s packet materials, indicating a maximum of 106 lots at 1.87 du/a. A preliminary review indicates that the plan can meet the minimum standards set forth for the CS zoning district. If annexation is adopted, the plan will be required to go through technical site plan review prior to rezoning. The City is required to place a zoning classification on all annexed property within 60 days of municipal incorporation. Should this or any property be annexed and the plan be insufficient for review by the Planning & Zoning Commission by that the required 60 days, City Staff will prepare an

administrative zoning request. In this instance, staff would recommend the RE (Residential Estate) zoning district.

The property is currently zoned CR (Countryside Residential) in Cabarrus County which permits a density of up to one (1) dwelling unit per acre. The subject property is also located within the Central Area Plan's Very Low-Density development guide allowing density up to 1 unit per two acres or 2 units per acre with additional development standards. Furthermore, the subject property is also within the 2030 Land Use Plan's Suburban Neighborhood Land Use Category and Conservation District Character Area, also requiring enhanced development standards.

CS (Conservation Subdivision Standard Highlights)

1. Inventory and mapping of existing resources (including but not limited to):
 - soil type locations
 - hydrologic characteristics
 - trees with a caliper of more than thirty-two (32) inches
 - known critical habitat areas
 - views of the site
 - primary conservation areas
 - secondary conservation areas
 - existing forests of at least one contiguous acre, containing five trees or more per acre measuring 32"DBH
 - at least 80 percent of residential lots shall abut common open space
 - heritage tree preservation
 - scenic view protection



Subject Property Map

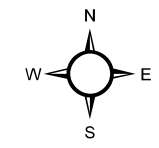
ANX-11-20

Bob Bennett

NE Corner of the Rocky River Rd & Lower Rocky Road Intersection

PINs:

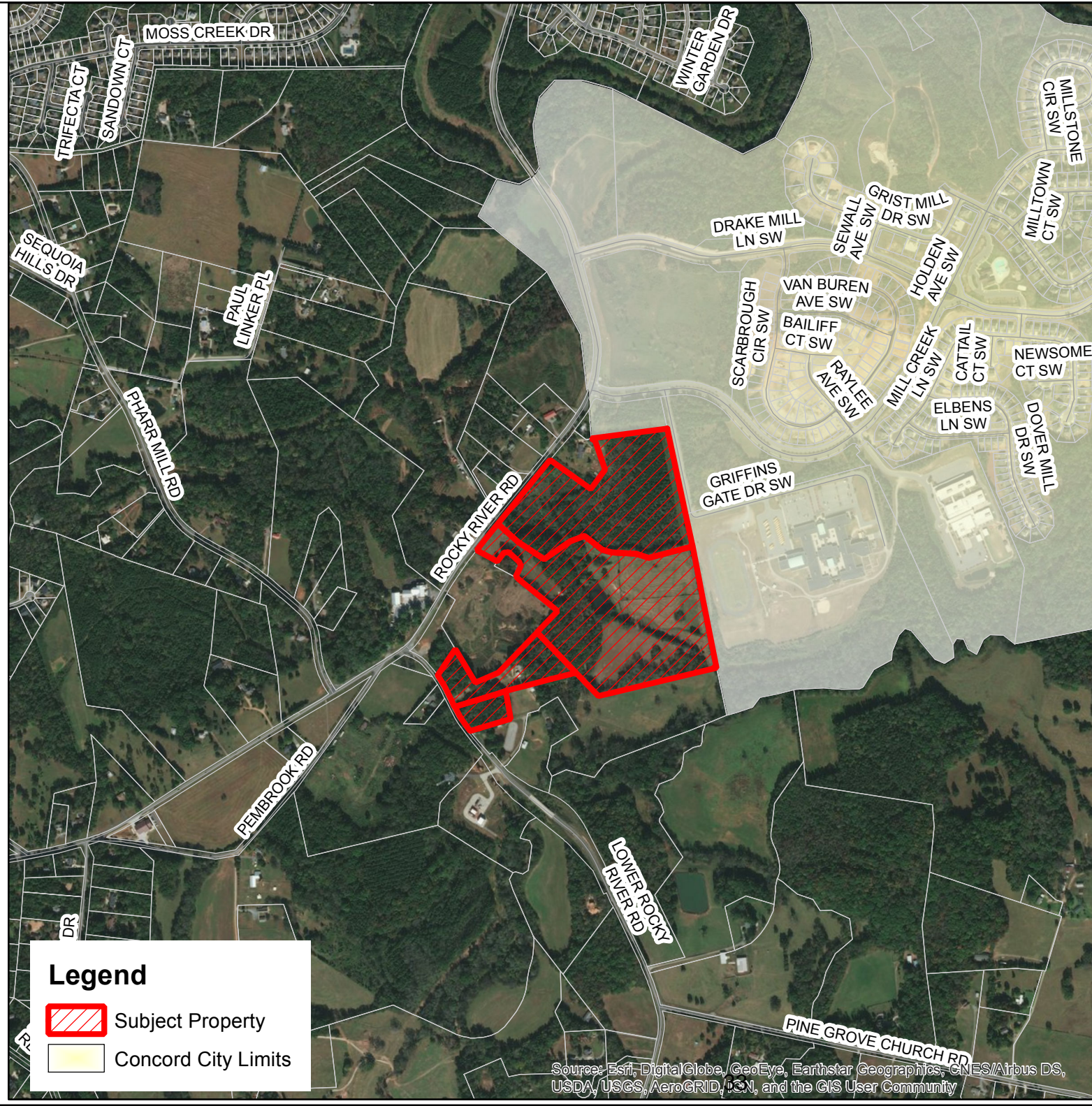
- 5527-41-6442,
- 5527-40-6497,
- 5527-40-1148,
- 5526-39-8913



Source: City of Concord Planning Department

Disclaimer

These maps and products are designed for general reference only and data contained herein is subject to change. The City Of Concord, it's employees or agents make no warranty of merchantability or fitness for any purpose, expressed or implied, and assume no legal responsibility for the information contained therein. Data used is from multiple sources with various scales and accuracy. Additional research such as field surveys may be necessary to determine actual conditions.



Legend

- Subject Property
- Concord City Limits

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Section B Submittal Deadlines

Petitions for annexation are accepted by Planning & Neighborhood Development at any time. Find annexation schedule here: <https://www.concordnc.gov/Departments/Planning/Planning-Services/Annexations> **The annexation will become effective immediately upon adoption of the annexation ordinance at the scheduled public hearing unless notified otherwise by the City Clerk.**

(The City reserves the right to make exceptions to this tentative processing schedule for any reason, including when outstanding staff comments need to be addressed.)

Section C Summary Information / Metes and Bounds Descriptions

Development Project Name Lower Rocky River Road Properties

Street Address 7785 Rocky River Road

Cabarrus County Property Identification Number(s) list below

P.I.N. 5527-41-6442-0000

P.I.N. 5527-40-6497-0000

P.I.N. 5527-40-1148-0000

P.I.N. 5526-39-8913-0000

P.I.N.

P.I.N.

Acreage of Annexation Site ~~56.88~~ 56.83

Annexation site is requesting connection to City of Concord Water **and/or Sewer**

Person to contact if there are questions about the petition

Name Bob Bennett - Stanley Martin Homes

Address 13310 South Ridge Drive, Charlotte, NC 28273

Phone 980-293-2684

Fax #

Email BennettRM@StanleyMartin.com

Written metes and bounds description of property to be annexed

Attach additional sheets if necessary. Petitioners must submit an electronic Microsoft Word version. Petitioners must email an electronic copy to rogerss@concordnc.gov

Previously Submitted

Section D Annexation Petition

State of North Carolina, Cabarrus County, Petition of Annexation of Property to the City of Concord, North Carolina

Part 1 The undersigned, being all the owners of the real property described in this application (Section C) respectfully request the annexation of said property to the City of Concord, North Carolina. **The petitioners understand and agree that any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.** The property to be annexed is:

X **Contiguous** to the present primary corporate limits of the City of Concord, North Carolina, or

Satellite (Not Contiguous) to the municipal limits of the City of Concord, and meets all of the requirements for **NCGS §160A-58.1(b)**. This includes that if any portion of an area of the proposed annexation is part of a subdivision, all of the subdivision must be included.

Part 2 NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S.160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? Yes ___ No X

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

Signed this ___ day of _____, 20___ by the owners of the property described in Section C.

Owner's Signature(s)

Include signatures of new owners if ownership will change during the annexation process.

Indicate if owner is signing on behalf of legal entity and in what capacity.

Print Name Anne W. Tino Trustee Phone _____

Address 12 Lawnside Drive, Cheltenham, PA 19012

Signature _____ Date _____

Print Name Brian J. Kelly Phone 205 597 5097

Address 8397 Lower Rocky River Road, Concord, NC 28025

Signature *Brian Kelly* Date Aug 25, 2020

Print Name Elaine Hill Kelly Phone _____

Address 8397 Lower Rocky River Road, Concord, NC 28025

Signature *Elaine Hill Kelly* Date Aug 25, 2020

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

A notary statement must be completely filled out for each signature.

PETITION MUST BE NOTARIZED

State of: North Carolina
County of: Cabarrus

Use this section for individual landowners.

I, Emma Gregory [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, Brian J Kelly + Elaine Hill Kelly [Name of Landowner], as stated on the annexation petition, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Use this section for all land owners that are not individuals, such as (without limitation) corporate land owners, properties held in an estate, properties held in trust, etc.

I, _____ [Notary's Name], a Notary Public for said County and State, do hereby certify that _____ [Representative for Landowner], a duly authorized representative for _____ [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is _____ [Title] of said land owner, and acknowledged on behalf of said landowner, the due execution of the foregoing instrument.

Use this section for all individual landowners that are having a Power-of-Attorney execute the Annexation Request.

I, _____ [Notary's Name], a Notary Public for Said County and State, do hereby certify that, _____ [Attorney-In-Fact's Name], Attorney-in-Fact for _____, [Name of Landowner(s)] personally appeared before me this day, and being by me duly sworn, say that he/she executed the foregoing and annexed instrument for and on behalf of said Landowner(s) and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of _____, State of _____, [County & State of Recording Office] on the ___ day of _____, 20___, [Date of Recording of the Document] and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney. I further certify that the said Attorney-In-Fact acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and on behalf of said Landowners.

Witness my hand and official seal this 25 day of August, 2020.

Emma Gregory
Notary Public

My commission expires January 23, 2025

[SEAL of Notary Public]

Notary's Stamp:



Section D Annexation Petition

State of North Carolina, Cabarrus County, Petition of Annexation of Property to the City of Concord, North Carolina

Part 1 The undersigned, being all the owners of the real property described in this application (Section C) respectfully request the annexation of said property to the City of Concord, North Carolina. **The petitioners understand and agree that any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.** The property to be annexed is:

X **Contiguous** to the present primary corporate limits of the City of Concord, North Carolina, or

Satellite (Not Contiguous) to the municipal limits of the City of Concord, and meets all of the requirements for **NCGS §160A-58.1(b)**. This includes that if any portion of an area of the proposed annexation is part of a subdivision, all of the subdivision must be included.

Part 2 NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S.160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? Yes ___ No X

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

Signed this ___ day of _____, 20___ by the owners of the property described in Section C.

Owner's Signature(s)

Include signatures of new owners if ownership will change during the annexation process.

Indicate if owner is signing on behalf of legal entity and in what capacity.

Print Name Anne W. Tino Trustee / Mark Tino Trustee Phone 215-740-4228
Address 12 Lawnside Drive, Cheltenham, PA 19012
Signature Mark Tino Trustee Date 8/25/2020

Print Name Brian J. Kelly Phone _____
Address 8397 Lower Rocky River Road, Concord, NC 28025
Signature _____ Date _____

Print Name Elaine Hill Kelly Phone _____
Address 8397 Lower Rocky River Road, Concord, NC 28025
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

A notary statement must be completely filled out for each signature.

PETITION MUST BE NOTARIZED

State of: Pennsylvania
County of: Montgomery

Use this section for individual landowners.

I, _____ [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, _____ [Name of Landowner], as stated on the annexation petition, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Use this section for all land owners that are not individuals, such as (without limitation) corporate land owners, properties held in an estate, properties held in trust, etc.

I, Lilian M. Shapiro [Notary's Name], a Notary Public for said County and State, do hereby certify that MARK TINO [Representative for Landowner], a duly authorized representative for ANNETTINO TRUST [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is Trustee [Title] of said land owner, and acknowledged on behalf of said landowner, the due execution of the foregoing instrument.

Use this section for all individual landowners that are having a Power-of-Attorney execute the Annexation Request.

I, _____ [Notary's Name], a Notary Public for Said County and State, do hereby certify that, _____ [Attorney-In-Fact's Name], Attorney-in-Fact for _____, [Name of Landowner(s)] personally appeared before me this day, and being by me duly sworn, say that he/she executed the foregoing and annexed instrument for and on behalf of said Landowner(s) and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of _____, State of _____, [County & State of Recording Office] on the ___ day of _____, 20___, [Date of Recording of the Document] and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney. I further certify that the said Attorney-In-Fact acknowledged the due execution of the foregoing instrument for the purposed therein expressed for and on behalf of said Landowners.

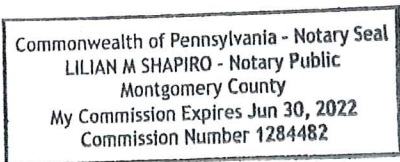
Witness my hand and official seal this 25 day of August, 2020.

Lilian M. Shapiro
Notary Public

My commission expires June 30, 2022

[SEAL of Notary Public]

Notary's Stamp:



Section E Supplemental Information

In order for the City of Concord to better serve annexation areas, now and in the future, the City requests the following information from you. Please give your best estimates where they are needed. Contact information for relative City Departments can be found at the end of the worksheet. Please indicate 'N/A' for questions on which you have no information.

| | | | | | | | | | |
|---|--|--------|--|-------------------------|-------------------------------|--------|--|-------------------------------------|--|
| Acreage of Area | | | | | 56.88 Acres | | | | |
| Current Population of Area | | | | | N/A | | | | |
| Current Zoning of Area | | | | | CR (Countryside Residential) | | | | |
| Desired City Zoning of Area | | | | | CS (Conservation Subdivision) | | | | |
| Proposed Use (i.e. residential, commercial, or industrial) | | | | | Residential | | | | |
| Estimated Total Value of Residential Units for the Proposed Development | | | | | N/A | | | | |
| Total Proposed Number of Dwelling Units | | | | | 106 | | | | |
| Type of Proposed Dwelling Units (Single Family Detached, Single Family Attached, Multi-Family) | | | | | Single Family Detached | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
| Estimated Total Value of Business Units for the Entire Proposed Development | | | | | N/A | | | | |
| Commercial Value | | | | Industrial Value | | | | Other (not-for-profit) Value | |
| Proposed Number of Commercial | | | | | N/A | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
| Proposed Number of Industrial | | | | | N/A | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
| Proposed Number of Other (not-for-profit)? | | | | | N/A | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |

Section E (continued) Supplemental Information

| Street Information | | | | | | | | | |
|---|--|--------|--|--------|-----|--------|--|--------|--|
| Proposed total linear mileage of roadway installed | | | | | N/A | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
| Proposed total number of non-state maintained street miles | | | | | N/A | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |

| Water Information | | | | | | | | | |
|---|----|--------|----|--------|------|--------|----|--------|----|
| Typical water service(s) (i.e. 3/4", 1", etc.) | | | | | 3/4" | | | | |
| Number of services installed by developer (by service type) | | | | | 106 | | | | |
| Year 1 | 26 | Year 2 | 26 | Year 3 | 26 | Year 4 | 26 | Year 5 | 26 |
| Number of services requested (by service type) | | | | | | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
| Typical irrigation meter size(s) to be installed (i.e. 3/4", 1", etc.) | | | | | N/A | | | | |
| Number of Services Requested | | | | | | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
| Estimated Mileage of Water Pipe Needed | | | | | N/A | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |

| Sewer Information | | | | | | | | | |
|--|----|--------|----|--------|-----|--------|----|--------|----|
| Typical sewer service(s) (i.e. 4", 6", 8" etc.) | | | | | 4" | | | | |
| Number of services installed by developer (by service type) | | | | | 106 | | | | |
| Year 1 | 26 | Year 2 | 26 | Year 3 | 26 | Year 4 | 26 | Year 5 | 26 |
| Number of services requested (by service type) | | | | | 106 | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
| Estimated Mileage of Water Pipe Needed | | | | | N/A | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |

Section E (continued) Supplemental Information

| Solid Waste Data | | | | | | | | | |
|--|--|--------|--|--------|-----|--------|--|--------|--|
| Number of Rollouts needed for Multi-Family Units | | | | | N/A | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
| Number of commercial units using City rollout collection | | | | | N/A | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
| Number of commercial units needing corrugated (cardboard) recycling | | | | | N/A | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
| Number of commercial units needing white paper pick-up (recycling) | | | | | N/A | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |

PLEASE SUBMIT ANY SKETCH PLANS OR PRELIMINARY PLATS THAT YOU MAY CURRENTLY HAVE FOR YOUR PROJECT.

City Contact Information

| | |
|---------------------------------------|--------------|
| Planning and Neighborhood Development | 704-920-5146 |
| Water Resources Director | 704-920-5343 |
| Director of Electric Services | 704-920-5301 |
| Director of Engineering | 704-920-5401 |
| Solid Waste Manager | 704-920-5351 |
| Fire Chief | 704-920-5536 |
| Police Chief | 704-920-5000 |
| Transportation | 704-920-5362 |
| Legal | 704-920-5114 |

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**SECOND AMENDMENT TO
AMENDED AND RESTATED
TRUST AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED TRUST AGREEMENT is executed this 24th day of May, 2012, by ANNE W. TINO of Mecklenburg County, North Carolina, who is referred to in this Second Amendment in the first person.

I entered into an Amended and Restated Trust Agreement dated the 21st day of July, 2004, with ANNE W. TINO, Trustee. I executed a First Amendment to Amended and Restated Trust Agreement on the 14th day of December, 2004.

Under Article X of the trust instrument, which Article was amended pursuant to the First Amendment to Amended and Restated Trust Agreement on December 14, 2004, I reserved the right at any time to amend the trust in whole or in part by notice delivered to the Trustee. I now desire to further exercise my right of amendment and amend the trust instrument as follows:

FIRST: I amend Article IV, Section A, Paragraph 1, which appears on pages 4 and 5 of the Amended and Restated Trust Agreement so that as amended, Article IV, Section A, Paragraph 1 shall read in its entirety as follows:

1. McDowell Property. Upon the death of Settlor, if the trust property includes Settlor's residence at 123 McDowell Street, Matthews, Mecklenburg County, North Carolina, and designated as parcel number 227-024-30 (hereinafter the "McDowell Property"), the Trustee shall hold the McDowell Property in trust. STEPHEN TINO shall be allowed to continue to live and reside at the McDowell Property for so long as the Trustee, in his sole discretion, deems that living situation to be appropriate and beneficial to STEPHEN TINO.

In the event STEPHEN TINO does not live or reside at the McDowell Property but the trust continues to own the McDowell Property, the Trustee may, in his sole discretion, lease the McDowell Property to a third party for a monthly rental rate to be determined by the Trustee in his sole discretion. All net income generated from the lease of the McDowell Property, after the payment of maintenance, upkeep, taxes and other costs, shall be distributed at least quarterly to or for the benefit of my sons STEPHEN TINO, MARK TINO and FRANK TINO, in equal shares. In the event any of my sons die while the McDowell Property is generating income, the periodic payments that would have been distributed to that son shall instead be divided equally among my surviving sons.

When, in the sole discretion of the Trustee, the Trustee elects to sell the McDowell Property, fifty percent (50%) of the net proceeds of said sale shall be distributed to the Trust for Settlor's Son, STEPHEN TINO, as established in Article IV, Section A, Paragraph 3 hereinbelow, and all amendments thereto, to be held, managed,

administered and distributed in accordance with the terms of Article IV, Section B hereinbelow, and all amendments thereto.

The remaining fifty percent (50%) shall be distributed outright, free and clear of trust, in equal shares to Settlor's sons MARK TINO and FRANK TINO, if they are alive at the time of the sale of the McDowell Property. If MARK TINO is not alive at the time of the sale of the McDowell Property, his share shall instead be distributed to his issue, *per stirpes*. If FRANK TINO is not alive at the time of the sale of the McDowell Property, his share shall instead be distributed to his children, RYAN TINO and LAUREN TINO, *per capita*. If neither of such sons nor issue of either of such sons survives Settlor, the Trustee shall dispose of the remaining trust estate for the benefit of Settlor's issue and the other contingent beneficiaries in accordance with the provisions of paragraph D below.

I have intentionally chosen to omit my granddaughter AMBER TINO from any distributions hereunder not for lack of love or affection but in an effort to preserve her eligibility for benefits to which she is otherwise entitled.

SECOND: I amend Article IV, Section A, Paragraph 2, which appears on pages 5 and 6 of the Amended and Restated Trust Agreement, and which was amended pursuant to the First Amendment to Amended and Restated Trust Agreement on December 14, 2004, so that as amended, Article IV, Section A, Paragraph 2 shall read in its entirety as follows:

2. Rocky River Road Property. Upon the death of Settlor, if the trust property includes that certain approximately 20.5 acre tract along Rocky River Road, Harrisburg, Cabarrus County, North Carolina and designated as parcel number 5527416442 (hereinafter the "Rocky River Road Property"), the Trustee shall hold the Rocky River Road Property in trust for the benefit of Settlor's sons, STEPHEN TINO, MARK TINO and FRANK TINO.

The Trustee may, in his sole discretion, lease all or any portion of the Rocky River Road Property to a third party (or to third parties) for a monthly rental rate to be determined by the Trustee, in his sole discretion. All net income generated from the lease of the Rocky River Road Property, after the payment of maintenance, upkeep, taxes and other costs, shall be distributed at least quarterly to or for the benefit of my sons STEPHEN TINO, MARK TINO and FRANK TINO, in equal shares. In the event any of my sons die while the Rocky River Road Property is generating income, the periodic payments that would have been distributed to that son shall instead be divided equally among my surviving sons.

When, in the sole discretion of the Trustee, the Trustee elects to sell the Rocky River Road Property, the net proceeds of said sale shall be distributed outright, free and clear of trust, in equal shares to Settlor's sons MARK TINO and FRANK TINO, if they are alive at the time of the sale of the Rocky River Road Property. If MARK TINO is not alive at the time of the sale of the Rocky River Road Property, his share

shall instead be distributed to his issue, *per stirpes*. If FRANK TINO is not alive at the time of the sale of the Rocky River Road Property, his share shall instead be distributed to his children, RYAN TINO and LAUREN TINO, *per stirpes*. If neither of such sons nor issue of either of such sons survives Settlor, the Trustee shall dispose of the remaining trust estate for the benefit of Settlor's issue and the other contingent beneficiaries in accordance with the provisions of paragraph D below.

I have intentionally chosen to omit my granddaughter AMBER TINO from any distributions hereunder not for lack of love or affection but in an effort to preserve her eligibility for benefits to which she is otherwise entitled.

THIRD: I amend Article IV, Section A, Paragraph 4, which appears on page 7 of the Amended and Restated Trust Agreement, so that as amended, Article IV, Section A, Paragraph 4 shall read in its entirety as follows:

4. Allocation of Balance of Trust Property. After the distribution made pursuant to paragraph 3 above, the Trustee shall then distribute the remaining trust estate to Settlor's sons, MARK TINO and FRANK TINO, if both of them survive Settlor, in equal shares. If MARK TINO does not survive Settlor, his share shall instead be distributed to his issue, *per stirpes*. If FRANK TINO does not survive Settlor, his share shall instead be distributed to his children, RYAN TINO and LAUREN TINO, *per stirpes*. If neither of such sons nor issue of either of such sons survives Settlor, the Trustee shall dispose of the remaining trust estate for the benefit of Settlor's issue and the other contingent beneficiaries in accordance with the provisions of paragraph D below.

I have intentionally chosen to omit my granddaughter AMBER TINO from any distributions hereunder not for lack of love or affection but in an effort to preserve her eligibility for benefits to which she is otherwise entitled.

FOURTH: I amend Article IV, Section B, Paragraph 2, which appears on page 8 of the Amended and Restated Trust Agreement, and which was amended pursuant to the First Amendment to Amended and Restated Trust Agreement on December 14, 2004, so that as amended, Article IV, Section B, Paragraph 2 shall read in its entirety as follows:

3. Distribution Upon Death of STEPHEN TINO. Upon the death of Settlor's son, STEPHEN TINO, the Trustee shall distribute the then-remaining principal balance and undistributed income of his trust to Settlor's sons, MARK TINO and FRANK TINO, if both of them survive Settlor, in equal shares. If MARK TINO does not survive Settlor, his share shall instead be distributed to his issue, *per stirpes*. If FRANK TINO does not survive Settlor, his share shall instead be distributed to his children, RYAN TINO and LAUREN TINO, *per stirpes*. If neither of such sons nor issue of either of such sons survives Settlor, the Trustee shall dispose of the remaining trust estate for the benefit of Settlor's issue and the other contingent beneficiaries in accordance with the provisions of paragraph D below.

It is my desire that before the Trustee makes the distribution of the principal balance and undistributed income of STEPHEN TINO's trust as directed in the paragraph immediately above, that the Trustee donate a portion of the trust assets to a Christian charitable organization of the Trustee's choosing. I ask my Trustee to take into account my beliefs and wishes and to consider organizations that have served me and my children during their lifetimes, but my Trustee is not bound by these wishes.

I have intentionally chosen to omit my granddaughter AMBER TINO from any distributions hereunder not for lack of love or affection but in an effort to preserve her eligibility for benefits to which she is otherwise entitled.

FIFTH: I amend Article X, which appears on pages 23 and 24 of the Amended and Restated Trust Agreement, and which was amended pursuant to the First Amendment to Amended and Restated Trust Agreement on December 14, 2004, so that as amended, Article X shall read in its entirety as follows:

Settlor reserves the right and power to alter, amend or revoke this Agreement at any time, and from time to time, either in whole or in part, without the consent of the Trustee or any beneficiary hereunder or under any of said policies, by written notice to the Trustee to that effect; provide, however, that the duties, responsibilities and rate of compensation of the Trustee shall not be altered or modified without its written consent.

Any successor Trustee is authorized and directed to accept from any prior Trustee the assets delivered by such predecessor on the basis of the predecessor's accounting for such assets without requiring an audit or other independent accounting of the transactions, acts or omissions of such prior Trustee, and any successor Trustee shall not have any duty, responsibility, obligation or liability whatsoever for the acts or omissions of any prior Trustee.

Upon the death, removal, failure or inability to serve of ANNE W. TINO as Trustee, Settlor's son, MARK TINO, shall serve as successor Trustee. I recommend that MARK TINO seek the advice of a financial planner in managing the trust. Within thirty (30) days of accepting the responsibility of serving as successor Trustee, MARK TINO as successor Trustee shall designate a successor Trustee to serve in the event of his death or resignation as Trustee. The designation of a successor Trustee shall be in writing, executed by the Trustee and accepted by the written acknowledgement of the successor Trustee. The original designation and acceptance shall be attached to the original of the Trust Agreement.

In the event that no successor Trustee shall be named to serve or all of the successor Trustees shall fail to serve as Trustee for any reason and no Trustee shall; then be named or serving, then in such event, a successor Trustee shall be named and appointed in a written instrument in recordable form signed by a majority of the adult beneficiaries who have capacity to consent and the parent(s) or guardian(s) of the minor and/or incompetent beneficiaries of the trust(s) created hereunder.

I have signed and sealed this instrument on the 24th day of May, 2012.

SETTLOR AND TRUSTEE:

[Handwritten signature] (SEAL)

ANNE W. TINO

*Marked affixed
by Anne W. Tino*

In presence of undersigned notary.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Kimberly A. Gossage, a Notary Public for said County and State, do hereby certify that ANNE W. TINO personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 24th day of May, 2012.

Kimberly A Gossage

Notary Public

My commission expires: 5/21/2016



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

RESIGNATION OF TRUSTEE

I, ANNE W. TINO, Trustee under an Amended and Restated Trust Agreement dated the 21st day of July, 2004, as subsequently amended, pursuant to Article X, hereby resign as Trustee.

I understand that upon my resignation, MARK TINO shall immediately begin serving as successor Trustee.

This the 24th day of May, 2012.

(SEAL)

ANNE W. TINO, Trustee

Mark affixed by Anne W. Tino in presence of undersigned notary.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Kimberly A. Gossage, a Notary Public for said County and State, do hereby certify that ANNE W. TINO personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 24th day of May, 2012.

Kimberly A. Gossage

Notary Public

My commission expires: 5/21/2016



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**APPOINTMENT OF SUCCESSOR
CO-TRUSTEES**

I, **MARK TINO**, Trustee under an Amended and Restated Trust Agreement dated the 21st day of July, 2004, as subsequently amended, having accepted appointment as successor Trustee upon the resignation of the initial Trustee on May 24, 2012, pursuant to Article X, hereby appoint my brother **FRANK TINO**, my nephew **RYAN ANTHONY TINO** and my son, **BRIAN ANTHONY TINO**, to serve jointly as successor co-trustees in the event of my death, removal, failure or inability to serve. In the event **FRANK TINO, RYAN ANTHONY TINO** or **BRIAN ANTHONY TINO** is unable or unwilling to serve as a co-trustee hereunder, the survivors shall serve as the co-trustees. In the event two of these individuals are unable or unwilling to serve as co-trustees, the survivor shall serve as sole trustee.

All other rights, responsibilities and duties of the trustees as defined in the Amended and Restated Trust Agreement shall remain in effect and shall apply to the successor co-trustees in the event they are called upon to serve in said capacity.

This the 6 day of June, 2012.
Mark Tino (SEAL)
MARK TINO, Trustee

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Allegheny

I, Deborah J. Vaccarello, a Notary Public for said County and State, do hereby certify that MARK TINO personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 6th day of June, 2012.

Deborah J. Vaccarello
Notary Public

My commission expires: Oct 8, 2013

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Deborah J. Vaccarello, Notary Public
Green Tree Boro, Allegheny County
My Commission Expires Oct. 8, 2013
Member, Pennsylvania Association of Notaries



Being located in Number 1 Township of Cabarrus County, North Carolina and being more particularly described as follows:

Beginning at a point in the centerline of Rocky River Road having NC Grid Coordinates of N: 571,116.61, E: 1,523,716.96, said point being the northwestern corner of Roberta Gail Ritchie Linker as recorded in DB 11386 PG 198 and runs thence from the point of beginning along the center line of Rocky River Road the following three (3) calls: 1) thence N 38° 54' 42" E 325.60' to a computed point; 2) thence N 38° 54' 42" E 250.79' to a computed point; 3) thence N 37° 58' 41" E 364.66' to a computed point, said point being the southwestern corner of Nao Kha Vang and Dia X. Vang as recorded in DB 6489 PG 117; thence leaving said centerline along the south line of said Vang parcel S 51° 17' 41" E 393.08' to a computed point; thence along the east line of said Vang parcel the following two calls: 1) thence N 38° 40' 12" E 146.00' to a found iron rod; 2) thence N 07° 27' 30" W 215.37' to a computed point (passing a found iron rod at 214.77') and being the northwestern corner of Anne W. Tino as recorded in DB 7074 PG 164; thence along the north line of said Tino parcel N 82° 19' 08" E 499.31' to a found iron rod on the western line of Green Street Land Co. L.L.C. as recorded in DB 13394 PG 152; thence along said west line S 11° 58' 09" E 870.23' to a found iron rod being the northwestern corner of Cabarrus County as recorded in DB 3127 PG 55; thence along the west line of said Cabarrus County tract S 11° 58' 31" E 937.93' to a found iron rod on the east line of said Cabarrus County tract and being the northeastern corner of Bric A. Elswick and Laurie A. Elswick; thence along the north line of said Elswick tract the following five (5) calls: 1) thence S 76° 38' 37" W 906.31' to a found iron rod; 2) thence N 47° 35' 02" W 238.75' to a found iron rod; 3) thence S 75° 06' 12" W 542.95' to a found iron rod; 4) thence S 10° 31' 58" E 208.17' to a found iron rod; 5) S 73° 03' 23" W 331.43' to the centerline of Lower Rocky River Road (passing a found iron rod at 300.49') and being the northwestern corner of said Elswick tract; thence along the centerline of said Lower Rocky River Road the following six (6) calls: 1) thence N 38° 05' 33" W 2.60' to a computed point; 2) thence along a circular curve to the right having a radius of 1093.48', an arch length of 201.98', and a chord bearing and distance of N 33° 52' 46" W 201.70' to a computed point; 3) thence N 27° 12' 42" W 15.60' to a computed point; 4) thence N 27° 12' 42" W 128.28' to a computed point; 5) thence along a circular curve to the left having a radius of 904.13', an arch length of 140.52', and a chord bearing and distance of N 30° 45' 53" W 140.38' to a computed point; 6) thence N 34° 20' 30" W 11.21' to a computed point and being the southwestern corner of Rocky River Presbyterian Church (deed not found); thence leaving said centerline along the south line of Rocky River Presbyterian

8020 Tower Point Drive

Charlotte, NC 28227

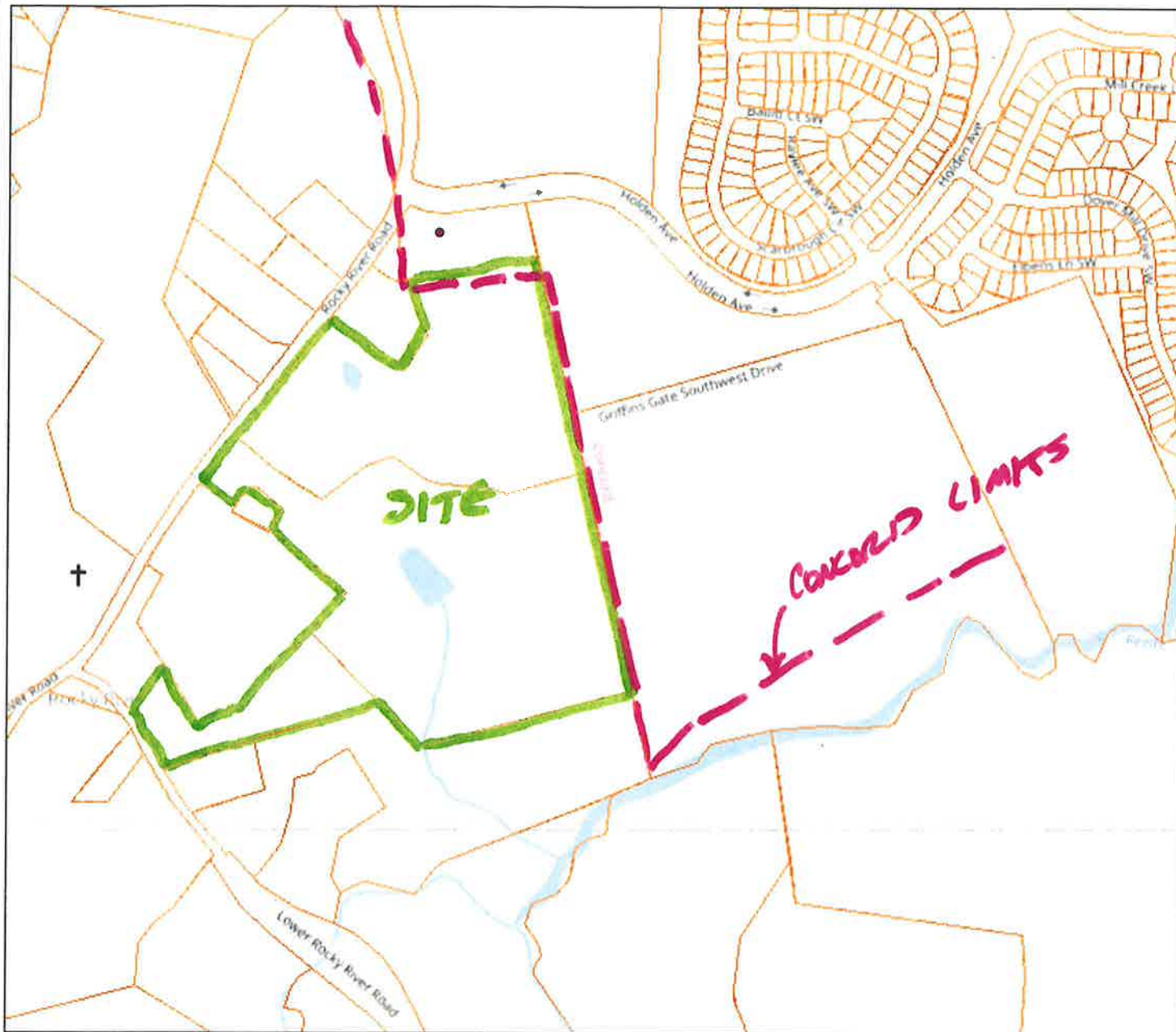
704.841.2588

Fax 704.841.2567

www.mckimcreed.com

Church N 47° 48' 10" E 243.63' to an found iron rod being the northeast corner of said Rocky River Presbyterian Church parcel and being on the west line of said Roberta Gail Ritchie Linker parcel; thence with the west line of said tract S 30° 43' 00" E 261.67' to a found iron rod at the southwest corner of said tract; thence along the south line of said Linker tract for the following two (2) calls: 1) thence N 66° 41' 13" E 186.34' to a found iron rod; 2) thence N 43° 29' 25" E 636.80' to a found iron rod being the northeast corner of said tract: thence with the northern line of said tract N 50° 23' 32" W 406.29' to a found iron rod at the southwest corner of Rocky River Presbyterian Church Cemetery (no deed found); thence with three (3) lines of said cemetery the following calls: 1) thence N 31° 05' 01" E 108.86' to a computed point; 2) thence N 47° 44' 53" W 165.00' to a computed point; 3) thence S 36° 48' 27" W 114.70' to a found iron rod being the southwest corner of said cemetery and on the north line of said Linker tract; thence with said north line N 61° 10' 27" W 208.36' to the place of BEGINNING. Said parcel contains 56.83 acres, more or less.

PIN 55274280380000

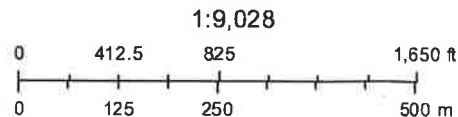


Property Real ID 01-019 -0002.26
Physical Address: 1002 HOLDEN AVE SW CONCORD NC 28025
Owner Name 1: MILLS VENTURES LLC
Owner Name 2:
Mailing Address: ATTN: R DEAN HARRELL 5615 POTTER RD
Mail City: MATTHEWS
Mail State: NC
Mail Zip: 28104

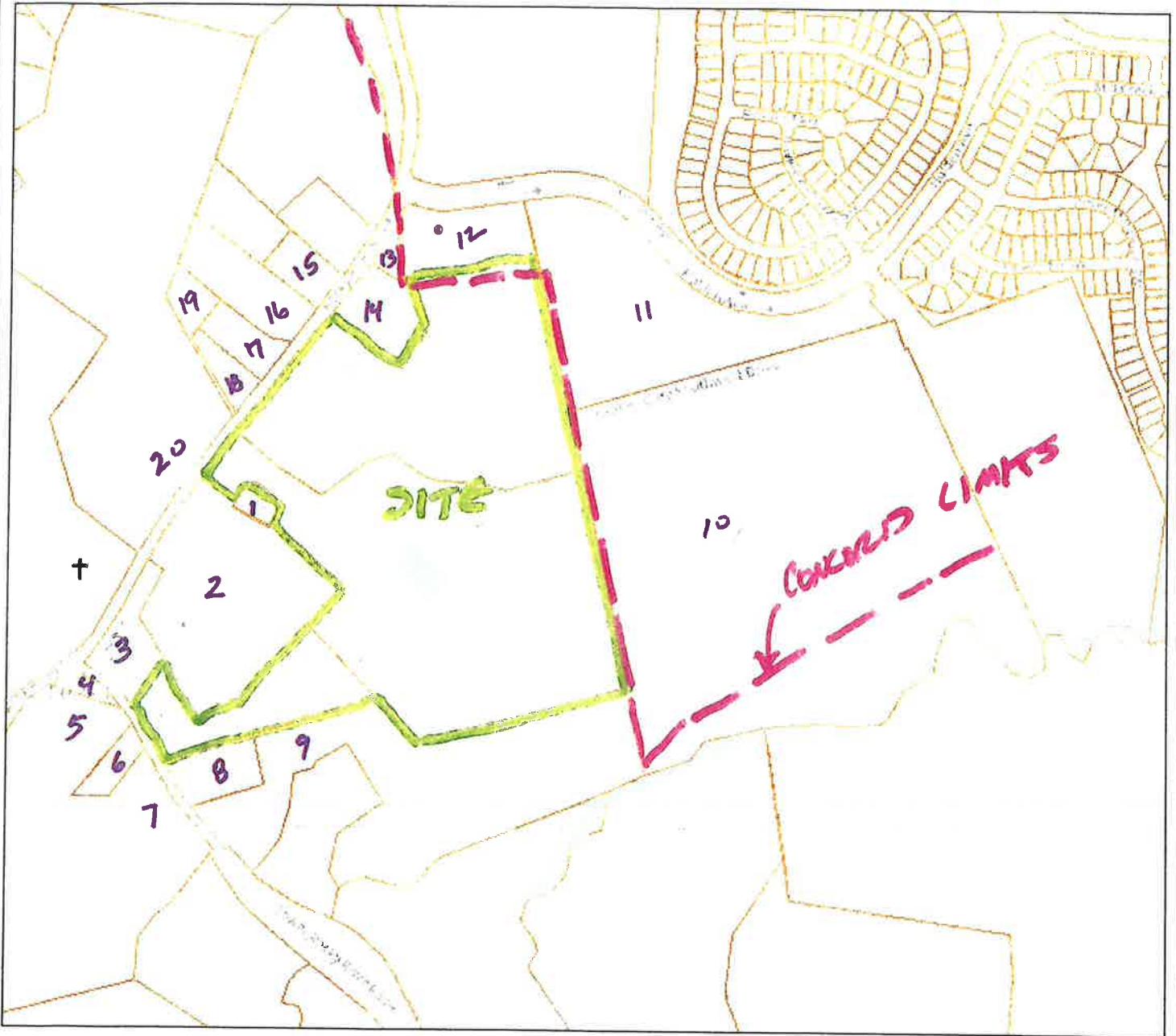
Parcel PIN 55274280380000
Land Units 3.189
Land Units Type AC
Land Value Null
Building Value Null
Assessed Value Null
Market Value Null

Cabarrus County shall not be held liable for any errors in the data represented on this record. This includes errors of omission, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which this data was compiled must be consulted for verification of information represented on this map document.

Map Created By Cabarrus County IT Department
 Data Sources: Cabarrus County Land Records



ADJOINERS



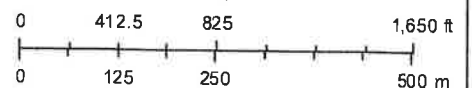
Property Real ID 01-019 -0002.26
Physical Address: 1002 HOLDEN AVE SW CONCORD NC 28025
Owner Name 1: MILLS VENTURES LLC
Owner Name 2:
Mailing Address: ATTN: R DEAN HARRELL 5615 POTTER RD
Mail City: MATTHEWS
Mail State: NC
Mail Zip: 28104

Parcel PIN 55274280380000
Land Units 3.189
Land Units Type AC
Land Value Null
Building Value Null
Assessed Value Null
Market Value Null

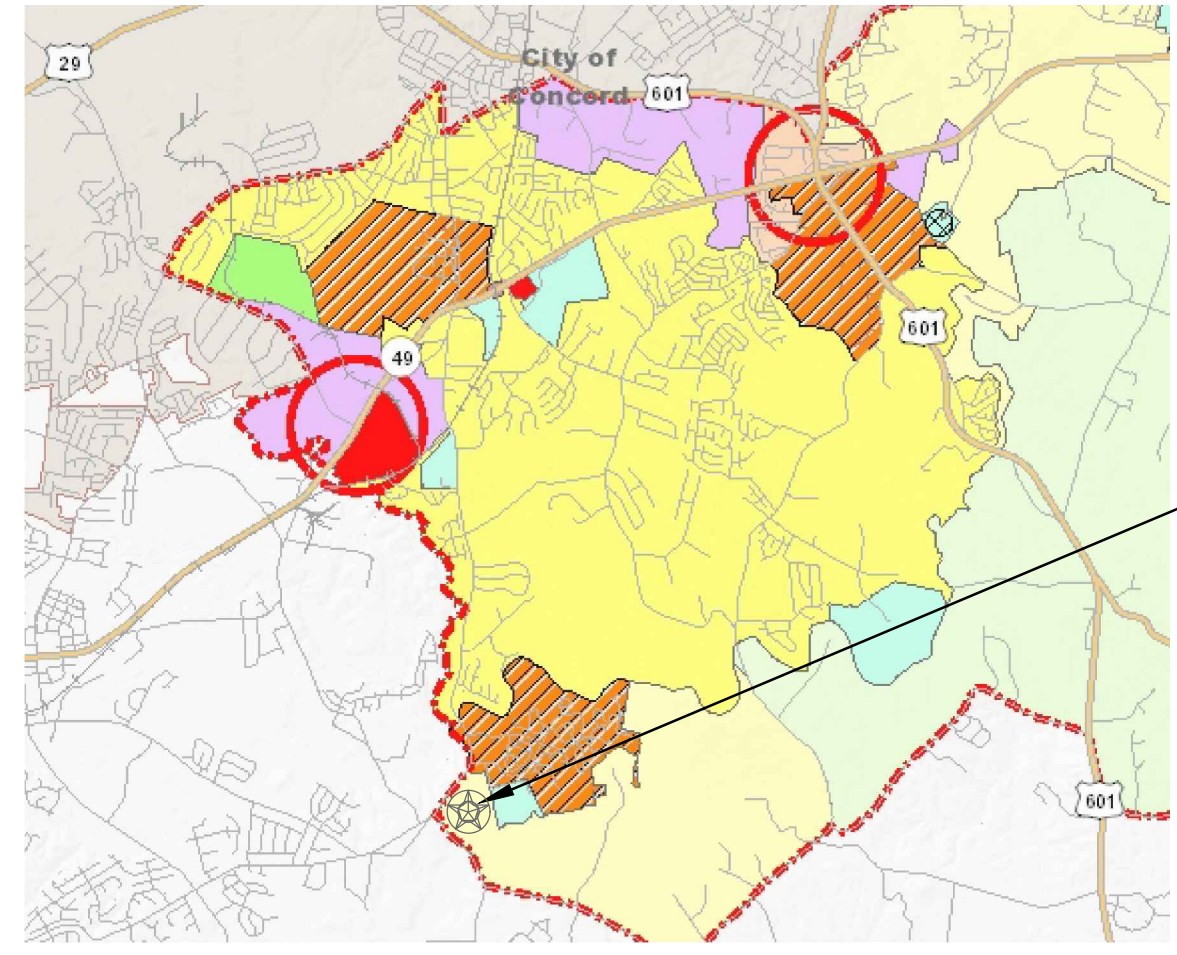
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Map Created By Cabarrus County IT Department
 Data Sources: Cabarrus County Land Records

1:9,028



| Property #: | Parcel/PIN #: | Account Name: | Physical Address: | Mailing Address: | City: |
|-------------|----------------|---|---|-------------------------------------|---------------------|
| 1 | 55273099670000 | ROCKY RIVER PRESBYTERIAN CH | 7791 ROCKY RIVER RD CONCORD NC 28025 | 7940 ROCKY RIVER ROAD | Concord, NC 28025 |
| 2 | 55273096120000 | LINKER ROBERTA GAIL RITCHIE | 7811 ROCKY RIVER RD CONCORD NC 28025 | 7800 ROCKY RIVER RD | Concord, NC 28025 |
| 3 | 55272173400000 | ROCKY RIVER PRESBYTERIAN CH | 7859 PHARR MILL RD HARRISBURG NC 28025 | 7940 ROCKY RIVER ROAD | Concord, NC 28025 |
| 4 | 55273022240000 | SECURITY OIL CO INC | 7939 ROCKY RIVER RD CONCORD NC 28025 | PO BOX 5028 | Concord, NC 28025 |
| 5 | 55263904480000 | LINKER ANDREW | 1419 PEMBROOK RD HARRISBURG NC 28075 | 509 JOSLIN POINTE LN | Rock Hill, SC 29732 |
| 6 | 55263939520000 | RICE SCOTT S; RICE LORRAINE L WF | 8030 LOWER ROCKY RIVER RD CONCORD NC 28025 | 8030 LOWER ROCKY RIVER RD | Concord, NC 28025 |
| 7 | 55263904480000 | LINKER ANDREW | 1419 PEMBROOK RD HARRISBURG NC 28075 | 509 JOSLIN POINTE LN | Rock Hill, SC 29732 |
| 8 | 55263989130000 | KELLY BRIAN J; KELLY ELAINE HILL WF | 8063 LOWER ROCKY RIVER RD CONCORD NC 28025 | 8397 LOWER ROCKY RIVER RD | Concord, NC 28025 |
| 9 | 55264978140000 | ELSWICK BRIC A; ELSWICK LAURIE A | 8079 LOWER ROCKY RIVER RD CONCORD NC 28025 | 8121 LOWER ROCKY RIVER RD | Concord, NC 28025 |
| 10 | 55276018700000 | CABARRUS COUNTY | 7650 GRIFFIN'S GATE DR SW CONCORD NC 28025 | PO BOX 707 | Concord, NC 28026 |
| 11 | 55275157990000 | GREEN STREET LAND CO LLC | There is no physical address associated with this property. | 7140 WEDDINGTON RD NW STE 140 | Concord, NC 28027 |
| 12 | 55274280380000 | MILLS VENTURES LLC | 1002 HOLDEN AVE SW CONCORD NC 28025 | ATTN: R DEAN HARRELL 5615 POTTER RD | Matthews, NC 28104 |
| 13 | 55274159490000 | MILLS VENTURES LLC | 7601 ROCKY RIVER RD CONCORD NC 28025 | ATTN: R DEAN HARRELL 5615 POTTER RD | Matthews, NC 28104 |
| 14 | 55274157060000 | VANG NAO KHA; VANG DIA X | 7627 ROCKY RIVER RD CONCORD NC 28025 | 7627 ROCKY RIVER RD | Concord, NC 28025 |
| 15 | 55274119530000 | WAGONER DONALD E; WAGONER PAMELA B | 7626 ROCKY RIVER RD CONCORD NC 28025 | 7626 ROCKY RIVER RD | Concord, NC 28025 |
| 16 | 55273199100000 | FRADY LARRY EUGENE SR; FRADY CYNTHIA GAYE | 7650 ROCKY RIVER RD CONCORD NC 28025 | 7650 ROCKY RIVER RD | Concord, NC 28025 |
| 17 | 55273196270000 | EDWARDS RUSSELL; DRZEWUCKI AMANDA R | 7690 ROCKY RIVER RD CONCORD NC 28025 | 7690 ROCKY RIVER RD | Concord, NC 28025 |
| 18 | 55273185400000 | LINKER ROBERTA RITCHIE | There is no physical address associated with this property. | 7800 ROCKY RIVER RD | Concord, NC 28025 |
| 19 | 55273178100000 | LINKER ROBERTA RITCHIE | There is no physical address associated with this property. | 7800 ROCKY RIVER RD | Concord, NC 28025 |
| 20 | 55273240380000 | LINKER ROBERTA RITCHIE | There is no physical address associated with this property. | 7800 ROCKY RIVER RD | Concord, NC 28025 |



VICINITY MAP
N.T.S.

APPROXIMATE LOCATION OF PROPOSED SITE

PROPOSED 30' THOROUGHFARE BUFFER TYPE D (COS)

PROPOSED 30' PERIMETER BUFFER YARD TYPE B (COS)(TYP)

PROPOSED COMMUNITY GARDEN WITH PEDESTRIAN PASS-THRU (COS)

TREE SAVE (COS) (TYP)

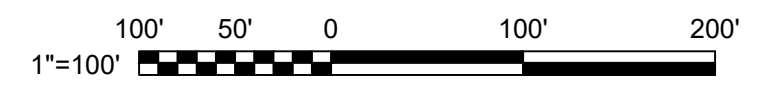
PROPOSED GREENWAY DEDICATION

PROPOSED PEDESTRIAN TRAIL WITH 15' ESMT (TYP)

| | |
|---------------------------------|---|
| PARCELS (PIN14): | 55274164420000 55274064970000 55274011480000 5526399130000 |
| PARCEL AREA: | ±56.83 ACRES |
| DUA: | 1.87 UNITS/ACRE |
| CURRENT ZONING: | CR (CABARRUS COUNTY) |
| PROPOSED ZONING: | CS (CITY OF CONCORD) |
| | -DESIGNED AS CONSERVATION SUBDIVISION |
| TOTAL UNITS: | 106 UNITS |
| LOT SIZE: | 54 x 120 |
| SETBACKS: | |
| FRONT | 24' |
| SIDE | 7' |
| REAR | 5' |
| TOTAL COS REQUIRED | 22.73 ACRES (40%) |
| TOTAL COS PROVIDED | 23.78 ACRES (41.8%) |
| BUFFER DEDICATION | 4.92 ACRES |
| ALL OTHER | 6.95 ACRES |
| | 11.91 ACRES |
| ROADS (ROLLING & LEVEL TERRAIN) | |
| MINOR COLLECTOR (60'R/W) | 2770 LIN.FT. |
| LOCAL RESIDENTIAL (50'R/W) | 2468 LIN.FT. |
| TREE SAVE PROVIDED | 11.49 ACRES |
| HERITAGE TREES PRESERVED | 13 (81%) |
| CONSERVATION AREAS PROVIDED | |
| PRIMARY CONSERVATION | 14.86 ACRES |
| SECONDARY CONSERVATION | 10.58 ACRES |
| | 4.28 ACRES |
| LOTS ADJACENT TO COS | |
| REQUIRED | 85 (80%) |
| PROVIDED | 91 (86%) |
| EXISTING IMPERVIOUS | ±16000 SF |
| -GIS ESTIMATED | |

| GENERAL LEGEND | | |
|------------------------------------|----------|----------|
| FEATURE | EXISTING | PROPOSED |
| PARCEL LINE (PROPOSED) | | |
| PROPERTY LINE (ADJOINING) | PL | |
| PROJECT BOUNDARY (SITE) | | |
| EASEMENT (OTHER) | | |
| EASEMENT (STORM DRAINAGE) | SDE | SDE |
| EASEMENT (SIDEWALK) | | |
| EASEMENT (SEWER) | | |
| EASEMENT (TEMP. CONSTRUCTION) | | TCE TCE |
| RAIL ROAD | | |
| RIGHT-OF-WAY (ROAD) | R/W | R/W |
| BUFFER | | |
| BUILDING SETBACK | | |
| POND / WATER FEATURE | | |
| TOP OF BANK | TB | TB |
| BOTTOM OF BANK | BB | BB |
| MAJOR TOPO CONTOUR | 650 | 650 |
| MINOR TOPO CONTOUR | 648 | 648 |
| FENCE LINE | X | X |
| Q CREEK/STREAM | | |
| Q DITCH/SWALE | | |
| Q ROAD | | |
| TREE LINE | | |
| WETLAND BOUNDARY | WET | WET |
| OVERHEAD UTILITY | OU | OU |
| SANITARY SEWER | SS | SS |
| STORM | SD | SD |
| UNDERGROUND GAS | GAS | GAS |
| UNDERGROUND TELEPHONE | UT | UT |
| UNDERGROUND WATERLINE | W | W |
| SANITARY EASEMENT | | |
| TREE SAVE AREA | | |
| COMMON OPEN SPACE (COS) | | |
| CONSERVATION EASEMENT | | |
| PRIMARY CONSERVATION | | |
| SECONDARY CONSERVATION | | |
| BUFFER, PERIMETER AND THOROUGHFARE | | |
| FEMA 100-YR FLOOD ZONE | | |
| FEMA FLOODWAY | | |
| FEMA FINGE LINE (Zone-X) | | |

NOTES
1- THE PROPOSED SUBDIVISION WILL BE A DEEDED AGE RESTRICTED COMMUNITY. THE AGE RESTRICTION WILL ELIMINATE ADDING STRESS TO THE SCHOOL SYSTEM.



| REV. NO. | DESCRIPTIONS | DATE |
|----------|--------------|------|
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NC License# F-1222
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STANLEY MARTIN
HOMES

CITY OF CONCORD, NC
LOWER ROCKY RIVER ROAD
SKETCH PLAN
CONCEPT

| | | | |
|-------------|-------------------------------------|-------------|---------|
| DATE: | AUGUST 2020 | SCALE: | 1 |
| MCE PROJ. # | 07816-0001 | HORIZONTAL: | 1"=100' |
| DRAWN | DJS | VERTICAL: | NA |
| DESIGNED | DJS | PROJ. MGR. | TMM |
| CHECKED | TMM | | |
| STATUS: | SKETCH PLAN NOT FOR CONSTRUCTION | | |

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF CONCORD, NORTH CAROLINA TO INCLUDE PROPERTY LOCATED AT 7785 ROCKY RIVER ROAD, 8041 LOWER ROCKY ROAD, 8063 LOWER ROCKY RIVER ROAD AND AN ADDITIONAL UNADDRESSED PARCEL NORTHEAST OF LOWER ROCKY RIVER ROAD AND LOWER ROCKY RIVER ROAD INTERSECTION

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by Bob Bennett, PE, Stanley Martin Homes, on November 10th and 12th, 2020 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 via a digital media platform, on November 10th and 12th, 2020 after due notice by The Independent Tribune on October 23, 2020; 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 12th day of November 2020:

Being located in Number 1 Township of Cabarrus County, North Carolina and being more particularly described as follows:

Beginning at a point in the centerline of Rocky River Road having NC Grid Coordinates of N: 571,116.61, E: 1,523,716.96, said point being the northwestern corner of Roberta Gail Ritchie Linker as recorded in DB 11386 PG 198 and runs thence from the point of beginning along the center line of Rocky River Road the following three (3) calls: 1) thence N 38° 54' 42" E 325.60' to a computed point; 2) thence N 38° 54' 42" E 250.79' to a computed point; 3) thence N 37° 58' 41" E 364.66' to a computed point, said point being the southwestern corner of Nao Kha Vang and Dia X. Vang as recorded in DB 6489 PG 117; thence leaving said centerline along the south line of said Vang parcel S 51° 17' 41" E 393.08' to a computed point; thence along the east line of said Vang parcel the following two calls: 1) thence N 38° 40' 12" E 146.00' to a found iron rod; 2) thence N 07° 27' 30" W 215.37' to a computed point (passing a found iron rod at 214.77') and being the northwestern corner of Anne W. Tino as recorded in DB 7074 PG 164; thence along the north line of said Tino parcel N 82° 19' 08" E 499.31' to a found iron rod on the western line of Green Street Land Co. L.L.C. as recorded in DB 13394 PG 152; thence along said west line S 11° 58' 09" E 870.23' to a found iron rod being the northwestern corner of Cabarrus County as recorded in DB 3127 PG 55; thence along the west line of said Cabarrus County tract S 11° 58' 31" E 937.93' to a found iron rod on the east line of said Cabarrus County tract and being the northeastern corner of Bric A. Elswick and Laurie A. Elswick; thence along the north line of said Elswick tract the following five (5) calls: 1) thence S 76° 38' 37" W 906.31' to a found iron rod; 2) thence N 47° 35' 02" W 238.75' to a found iron rod; 3) thence S 75° 06' 12" W 542.95' to a found iron rod; 4) thence S 10° 31' 58" E 208.17' to a found iron rod; 5) S 73° 03' 23" W 331.43' to the centerline of Lower Rocky River Road (passing a found iron rod at 300.49') and being the northwestern corner of said Elswick tract; thence along the centerline of said Lower Rocky River Road the following six (6) calls: 1) thence N 38° 05' 33" W 2.60' to a computed point; 2) thence along a circular curve to the right having a radius of 1093.48', an arch length of 201.98', and a chord bearing and distance of N 33° 52' 46" W 201.70' to a computed point; 3) thence N 27° 12'

42" W 15.60' to a computed point; 4) thence N 27° 12' 42" W 128.28' to a computed point; 5) thence along a circular curve to the left having a radius of 904.13', an arch length of 140.52', and a chord bearing and distance of N 30° 45' 53" W 140.38' to a computed point; 6) thence N 34° 20' 30" W 11.21' to a computed point and being the southwestern corner of Rocky River Presbyterian Church (deed not found); thence leaving said centerline along the south line of Rocky River Presbyterian Church N 47° 48' 10" E 243.63' to an found iron rod being the northeast corner of said Rocky River Presbyterian Church parcel and being on the west line of said Roberta Gail Ritchie Linker parcel; thence with the west line of said tract S 30° 43' 00" E 261.67' to a found iron rod at the southwest corner of said tract; thence along the south line of said Linker tract for the following two (2) calls: 1) thence N 66° 41' 13" E 186.34' to a found iron rod; 2) thence N 43° 29' 25" E 636.80' to a found iron rod being the northeast corner of said tract: thence with the northern line of said tract N 50° 23' 32" W 406.29' to a found iron rod at the southwest corner of Rocky River Presbyterian Church Cemetery (no deed found); thence with three (3) lines of said cemetery the following calls: 1) thence N 31° 05' 01" E 108.86' to a computed point; 2) thence N 47° 44' 53" W 165.00' to a computed point; 3) thence S 36° 48' 27" W 114.70' to a found iron rod being the southwest corner of said cemetery and on the north line of said Linker tract; thence with said north line N 61° 10' 27" W 208.36' to the place of BEGINNING. Said parcel contains 56.83 acres, more or less.

SECTION 2. Upon and after the 12th day of November, 2020 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 12th day of November 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

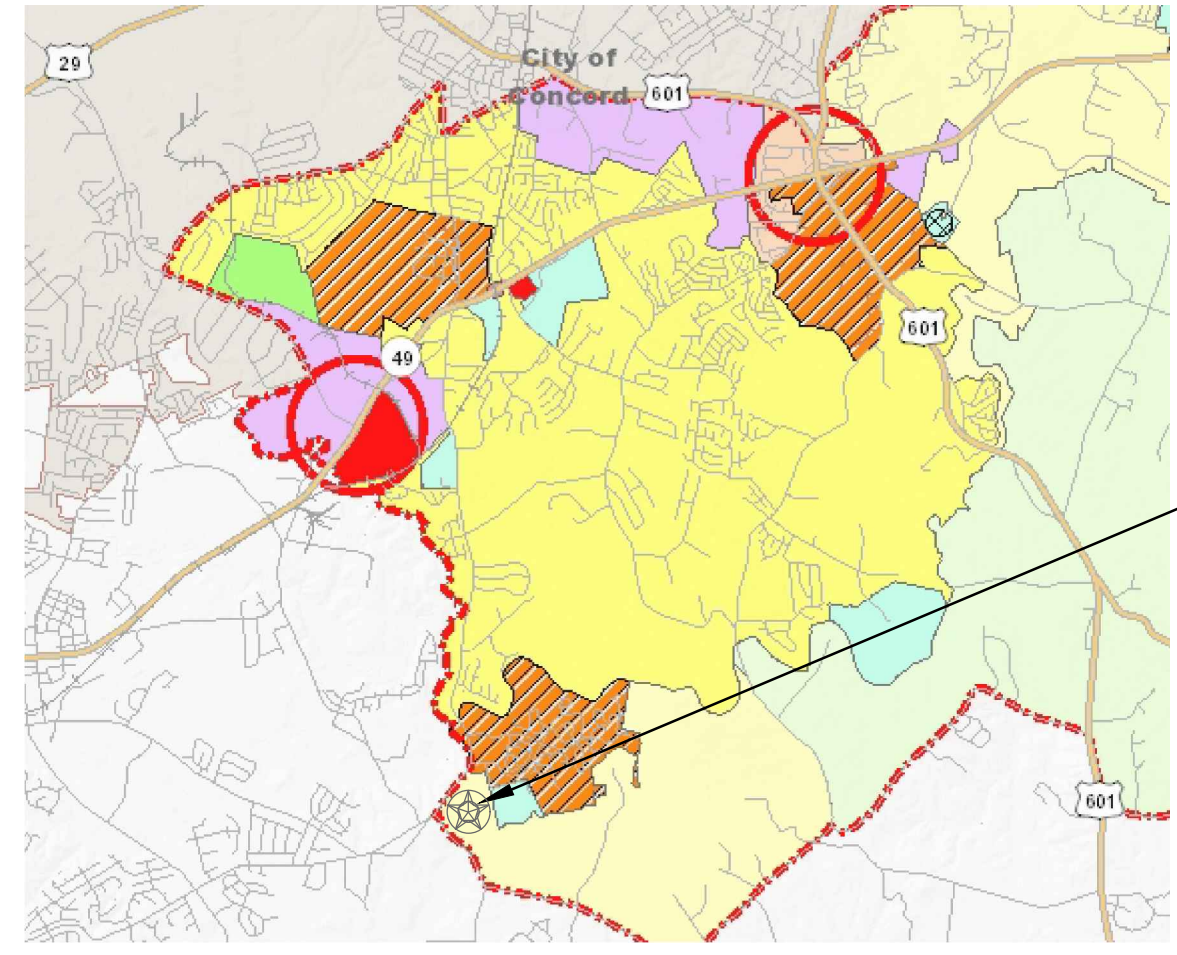
William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City
Attorney



VICINITY MAP
N.T.S.

APPROXIMATE LOCATION OF PROPOSED SITE

PROPOSED 30' THOROUGHFARE BUFFER TYPE D (COS)

PROPOSED 30' PERIMETER BUFFER YARD TYPE B (COS)(TYP)

PROPOSED COMMUNITY GARDEN WITH PEDESTRIAN PASS-THRU (COS)

TREE SAVE (COS) (TYP)

LOT RESERVED FOR FUTURE POLICE OUTPOST

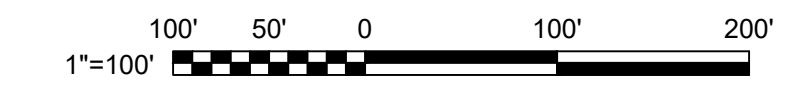
PROPOSED GREENWAY DEDICATION

PROPOSED PEDESTRIAN TRAIL WITH 15' ESMT (TYP)

| | |
|------------------------------------|---|
| PARCELS (PIN14): | 55274164420000 55274064970000 55274011480000 5526399130000 |
| PARCEL AREA: | ±56.83 ACRES |
| DUA: | 1.87 UNITS/ACRE |
| CURRENT ZONING: | CR (CABARRUS COUNTY) |
| PROPOSED ZONING: | CS (CITY OF CONCORD) -DESIGNED AS CONSERVATION SUBDIVISION |
| TOTAL UNITS: | 106 LOTS (105 UNITS & 1 POLICE OUTPOST) |
| LOT SIZE: | 54 x 120 |
| SETBACKS: | |
| FRONT | 24' |
| SIDE | 7' |
| REAR | 5' |
| TOTAL COS REQUIRED | 22.73 ACRES (40%) |
| TOTAL COS PROVIDED | 23.78 ACRES (41.8%) |
| BUFFER DEDICATION | 4.92 ACRES |
| ALL OTHER | 6.95 ACRES |
| ROADS (ROLLING & LEVEL TERRAIN) | |
| MINOR COLLECTOR (60'R/W) | 2770 LIN.FT. |
| LOCAL RESIDENTIAL (50'R/W) | 2468 LIN.FT. |
| TREE SAVE PROVIDED | 11.49 ACRES |
| HERITAGE TREES PRESERVED | 13 (81%) |
| CONSERVATION AREAS PROVIDED | 14.86 ACRES |
| PRIMARY CONSERVATION | 10.58 ACRES |
| SECONDARY CONSERVATION | 4.28 ACRES |
| LOTS ADJACENT TO COS REQUIRED | 85 (80%) |
| PROVIDED | 91 (86%) |
| EXISTING IMPERVIOUS -GIS ESTIMATED | ±16000 SF |

| GENERAL LEGEND | | |
|------------------------------------|----------|----------|
| FEATURE | EXISTING | PROPOSED |
| PARCEL LINE (PROPOSED) | | |
| PROPERTY LINE (ADJOINING) | PL | |
| PROJECT BOUNDARY (SITE) | | |
| EASEMENT (OTHER) | | |
| EASEMENT (STORM DRAINAGE) | SDE | SDE |
| EASEMENT (SIDEWALK) | | |
| EASEMENT (SEWER) | | |
| EASEMENT (TEMP. CONSTRUCTION) | | TCE TCE |
| RAIL ROAD | | |
| RIGHT-OF-WAY (ROAD) | R/W | R/W |
| BUFFER | | |
| BUILDING SETBACK | | |
| POND / WATER FEATURE | | |
| TOP OF BANK | TB | TB |
| BOTTOM OF BANK | BB | BB |
| MAJOR TOPO CONTOUR | 650 | 650 |
| MINOR TOPO CONTOUR | 648 | 648 |
| FENCE LINE | X | X |
| Q CREEK/STREAM | | |
| Q DITCH/SWALE | | |
| Q ROAD | | |
| TREE LINE | | |
| WETLAND BOUNDARY | WET | WET |
| OVERHEAD UTILITY | OU | OU |
| SANITARY SEWER | SS | SS |
| STORM | SD | SD |
| UNDERGROUND GAS | GAS | GAS |
| UNDERGROUND TELEPHONE | UT | UT |
| UNDERGROUND WATERLINE | W | W |
| SANITARY EASEMENT | | |
| TREE SAVE AREA | | |
| COMMON OPEN SPACE (COS) | | |
| CONSERVATION EASEMENT | | |
| PRIMARY CONSERVATION | | |
| SECONDARY CONSERVATION | | |
| BUFFER, PERIMETER AND THOROUGHFARE | | |
| FEMA 100-YR FLOOD ZONE | | |
| FEMA FLOODWAY | | |
| FEMA FINGE LINE (Zone-X) | | |

NOTES
1- THE PROPOSED SUBDIVISION WILL BE A DEEDED AGE RESTRICTED COMMUNITY. THE AGE RESTRICTION WILL ELIMINATE ADDING STRESS TO THE SCHOOL SYSTEM.



| REV. NO. | DESCRIPTIONS / REVISIONS | DATE |
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www.mckimcreed.com

STANLEY MARTIN
HOMES

CITY OF CONCORD, NC
LOWER ROCKY RIVER ROAD
SKETCH PLAN
CONCEPT

| | | | |
|-------------|--------------|-------------|-------------------------------------|
| DATE: | OCTOBER 2020 | SCALE: | 1 |
| MCE PROJ. # | 07816-0001 | HORIZONTAL: | 1"=100' |
| DRAWN | DJS | VERTICAL: | NA |
| DESIGNED | DJS | PROJ. MGR. | TMM |
| CHECKED | TMM | STATUS: | SKETCH PLAN NOT FOR CONSTRUCTION |
| | | | |

Meeting Date

November 10, 2020

Annexation Staff Report

The subject property consists of +/- 0.214 acres of land located at 10515 Poplar Tent Rd and is owned by Larry and Myra Stinson. The authorized petitioner is Scott Moore, Project Manager of Skybrook LLC. The subject property bisects a later parent parcel totaling +/- 3.044 acres, also addressed 10515 and 10435 Poplar Tent Rd. The petition would include a +/- 50ft wide and +/- 188ft long strip of the parent parcel to be annexed into the City limits while allowing the remainder of the parcel to stay within Cabarrus County's jurisdiction.

Skybrook LLC, represented by the petitioner, owns the +/- 7-acre parcel to the north of the subject property. This parcel is located within the City Limits and is zoned RV (Residential Village). The petitioner is in the process of developing the site with a residential use. The development south of the subject property, the Fullerton Place subdivision, is also located in the City limits and is zoned RV-CU (Residential Village Conditional Use). A street (Ambercrest Ct. NW) within the Fullerton Place neighborhood stubs to the north, and was intended for a future connection to the parent parcel of the subject property. As such, the petitioner has proposed to annex the subject property in order to accommodate a City street that would connect Fullerton Place with Skybrook owned parcel to the north. If annexation is adopted, the City would propose to administratively rezone the parcel to RV (Residential Village for consistency with the developments to the north and south.

Property to the west is located in Huntersville, property to the north is vacant and zoned City RV, property to the east is zoned County LDR (Low Density Residential), and property to the south is zoned RV-CU. The 2030 Land Use Plan designates the subject property as Suburban Neighborhood for which RV would be a corresponding zoning district.

Section B Submittal Deadlines

Petitions for annexation are accepted by Planning & Neighborhood Development at any time. Find annexation schedule here: <https://www.concordnc.gov/Departments/Planning/Planning-Services/Annexations> The annexation will become effective immediately upon adoption of the annexation ordinance at the scheduled public hearing unless notified otherwise by the City Clerk.

(The City reserves the right to make exceptions to this tentative processing schedule for any reason, including when outstanding staff comments need to be addressed.)

Section C Summary Information / Metes and Bounds Descriptions

Development Project Name

Stinson Road Right of Way

Street Address

10515 Poplar Tent Rd Huntersville, NC 28078

Cabarrus County Property Identification Number(s) list below

(Portion of)

P.I.N.

46717312110000

P.I.N.

P.I.N.

P.I.N.

P.I.N.

P.I.N.

Acreage of Annexation Site

.214

Annexation site is requesting connection to City of Concord Water and/or Sewer

Person to contact if there are questions about the petition

Name

Scott Moore

Address

830 Skybrook Dr. Huntersville, NC 28027

Phone

(704) 995-2507

Fax #

Email

scott@bpropnc.com

Written metes and bounds description of property to be annexed

Attach additional sheets if necessary. Petitioners must submit an electronic Microsoft Word version. Petitioners must email an electronic copy to rogerss@concordnc.gov.

Section D Annexation Petition

State of North Carolina, Cabarrus County, Petition of Annexation of Property to the City of Concord, North Carolina

Part 1 The undersigned, being all the owners of the real property described in this application (Section C) respectfully request the annexation of said property to the City of Concord, North Carolina. The petitioners understand and agree that any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners. The property to be annexed is:

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Contiguous to the present primary corporate limits of the City of Concord, North Carolina, or |
| <input type="checkbox"/> | Satellite (Not Contiguous) to the municipal limits of the City of Concord, and meets all of the requirements for NCGS §160A-58.1(b). This includes that if any portion of an area of the proposed annexation is part of a subdivision, all of the subdivision must be included. |

Part 2 NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S. 160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? Yes ___ No

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

Signed this ___ day of SEPTEMBER, 20 20 by the owners of the property described in Section C.

Owner's Signature(s)
Include signatures of new owners if ownership will change during the annexation process.

Indicate if owner is signing on behalf of legal entity and in what capacity.

Print Name LARRY E. STINSON Phone _____
Address 10515 Poplar Tent Road, Huntersville, Cabarrus County, North Carolina, 28078
Signature *Larry Stinson* Date _____

Print Name MYRA A. STINSON Phone _____
Address 10515 Poplar Tent Road, Huntersville, Cabarrus County, North Carolina, 28078
Signature *Myra Stinson* Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

A notary statement must be completely filled out for each signature.

PETITION MUST BE NOTARIZED

State of: NORTH CAROLINA
County of: MECKLENBURG

Use this section for individual landowners.

I, Vicki K. Hollis [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, Larry and Myra Stinson [Name of Landowner], as stated on the annexation petition, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Use this section for all land owners that are not individuals, such as (without limitation) corporate land owners, properties held in an estate, properties held in trust, etc.

I, _____ [Notary's Name], a Notary Public for said County and State, do hereby certify that _____ [Representative for Landowner], a duly authorized representative for _____ [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is _____ [Title] of said land owner, and acknowledged on behalf of said landowner, the due execution of the foregoing instrument.

Use this section for all individual landowners that are having a Power-of-Attorney execute the Annexation Request.

I, _____ [Notary's Name], a Notary Public for Said County and State, do hereby certify that, _____ [Attorney-In-Fact's Name], Attorney-in-Fact for _____, [Name of Landowner(s)] personally appeared before me this day, and being by me duly sworn, say that he/she executed the foregoing and annexed instrument for and on behalf of said Landowner(s) and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of _____, State of _____, [County & State of Recording Office] on the ___ day of _____, 20___, [Date of Recording of the Document] and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney. I further certify that the said Attorney-In-Fact acknowledged the due execution of the foregoing instrument for the purposed therein expressed for and on behalf of said Landowners.

Witness my hand and official seal this 14 day of September, 2020

Vicki K. Hollis
Notary Public

My commission expires June 23, 2021

[SEAL of Notary Public]

Notary's Stamp:




September 14, 2020

Mrs. Starla Rogers
Planning & Development Manager
City of Concord
PO Box 308
Concord, NC 28026

Dear Mrs. Rogers,

Please allow this letter to serve as authorization for Scott Moore, Project Manager of the Skybrook Subdivision and/or Brian Pace, Pace Development Group, Inc. to serve as our agent(s) for all approval and/or land development processes including but not limited to Annexation Petition, Preliminary Plat, Plan Review, Final Plat, or any other review processes needed for the procurement of Road Right of Way or Construction of said road involving approximately .214 acre portion of the parcel owed by the Stinson family (parcel #46717312110000).

Sincerely,



Larry E. Stinson



Myra A. Stinson

Annexation – A portion of the Stinson Property 0.214 acres

Commencing at a Bolt found, the northwest corner of the Larry E. Stinson and Myra A. Stinson as recorded in Deed:1868-258 In the Cabarrus County Register of Deeds Office; Said Bolt also being the southern corner of Lot 14 of Parkside at Skybrook North as recorded in Map Book 50 Page 759 in the Mecklenburg County Register of Deeds Office, and being the Justin Zimmerman & Susan Zimmerman property as recorded in Deed: 32258-923 in the Mecklenburg County Register of Deeds Office.

Thence from said Bolt with the northern line of the Larry E. Stinson and Myra A. Stinson property N55-58-03E 343.51' to a rebar set, the Point of Beginning, said rebar set also being on the southern line of the Skybrook LLC, property as recorded in Deed:7075-32 in the Cabarrus County Register of Deeds Office. Thence from said Point of Beginning with the northern line of the Larry E. Stinson and Myra A. Stinson property and the southern line of the Skybrook LLC property N55-58-03E 50.10' to a rebar set; Thence a new line in the Larry E. Stinson and Myra A. Stinson property S37-39-12E 185.63' to a rebar found on the southern line of the Larry E. Stinson and Myra A. Stinson property, said rebar found also being the northwest corner of Lot 110 of Parkside at Skybrook North as recorded in Map Book 70 Page 64 in the Cabarrus County Register of Deeds Office and being the Erich N. Muhammad and Michella Muhammad property as recorded in Deed: 13333-348 in the Cabarrus County Register of Deeds Office; Thence with the southern line of the Larry E. Stinson and Myra A. Stinson property N52-20-48W 50.00' to a rebar found, the northeast corner of Lot 109 of Parkside at Skybrook North as recorded in Map Book 70 Page 64 in the Cabarrus County Register of Deeds Office and being the Denise M. Lohbauer and James A. Lohbauer property as recorded in Deed: 12579-278 in the Cabarrus County Register of Deeds Office; Thence a new line in the Larry E. Stinson and Myra A. Stinson property N37-39-12E 188.79' to a rebar found, the Point of Beginning.

Said property being a 0.214 acre portion of the Larry E. Stinson and Myra A. Stinson property as shown on the Annexation Plat of the Larry E. Stinson and Myra A. Stinson property dated 9-03-20 by Yarbrough-Williams & Houle Inc.

Physical Address: 10515 POPLAR TENT RD HUNTERSVILLE NC 28078

PIN: 46717312110000

Property Real ID: 03-016 -0013.00

Account Name: STINSON LARRY E
STINSON MYRA A WF

Mailing Address: 10653 POPLAR TENT RD HUNTERSVILLE, NC 28078

Land Units: 3.11 AC

Land Value: \$133980

Building Value: \$29410

OBXF Value: \$3360

Assessed Value: \$166750

Market Value: \$166750

Sale Date: 5/1997

Sale Price: \$50000

Plat Book:

Plat Page:

Deed Book: 01868



BOOK 1868 PAGE 258

9570

FILED

BOOK PAGE

391 MAY - 1 P 2: 30

CHARLES S. ROSS
REGISTER OF DEEDS
CABARRUS CO., NC

CABARRUS COUNTY NC 05/07/97
\$100.00
STATE OF NORTH CAROLINA
Excise Tax Real Estate Excise Tax

Recording Time, Book and Page

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

Mail after recording to

This instrument was prepared by WILLIAMS, ROGER, GRADY, DAVIS & TUTTLE, PA, ATTORNEYS AT LAW,
Brief description for the Index CONCORD, NC 28026-0810

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 2nd day of MAY, 19 97, by and between

GRANTOR

GRANTEE

WILLIETTE P. BARRETT (Widow)

LARRY STINSON and wife,
MYRA STINSON
10653 POPLAR TENT ROAD
HUNTERSVILLE, NC 28078

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of NO. 3 Township, CABARRUS County, North Carolina and more particularly described as follows:

Lying and being in No. 3 Township, Cabarrus County, North Carolina, on the West side of Poplar Tent Road, adjoining the property of J. Woodley Wallace (Deed Book 3840, page 445, Mecklenburg County Registry) and James R. McDonald (Deed Book 728, page 1, Cabarrus County Registry) and being more particularly described as follows:

BEGINNING at a new p. k. nail in the center of Poplar Tent Road, corner of James R. McDonald; and runs thence with the line of McDonald, S. 48-23-57 W. (passing an existing iron pipe on line at 31.31 feet) 722.59 feet to an existing iron pipe, corner of Wallace; thence two lines of Wallace as follows: 1st, N. 26-43-24 W. (passing a 2-inch iron rod on line at 1.30 feet) 217.80 feet to an existing 3/4-inch bolt with square nut at top; and 2nd, N. 52-01-12 E. (passing an existing iron pin on line at 676.46 feet) 706.58 feet to a p. k. nail in the center of Poplar Tent Road; thence with the center of the Road, S. 28-30-10 E. 170.31 feet to the BEGINNING, containing 3.108 acres as surveyed by Marion L. Sandlin, Jr., Registered Land Surveyor, March 10, 1997, and SUBJECT TO the right of way of Poplar Tent Road as shown on said plat.

The property hereinabove described was acquired by Grantor by instrument recorded in DEED BOOK 209, PAGE 234, CABARRUS COUNTY REGISTRY.

A map showing the above described property is recorded in Plat Book page

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

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

BY: WILLIETTE P. BARRETT (WILLIETTE P. BARRETT) (SEAL)
President
ATTENT: (SEAL)
Secretary (Corporate Seal) (SEAL)

USE BLACK INK ONLY

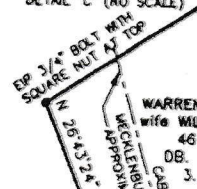
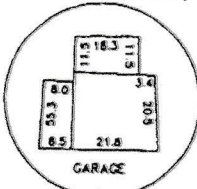
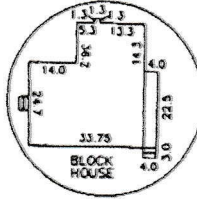
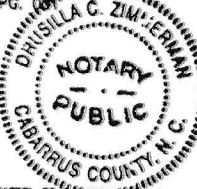
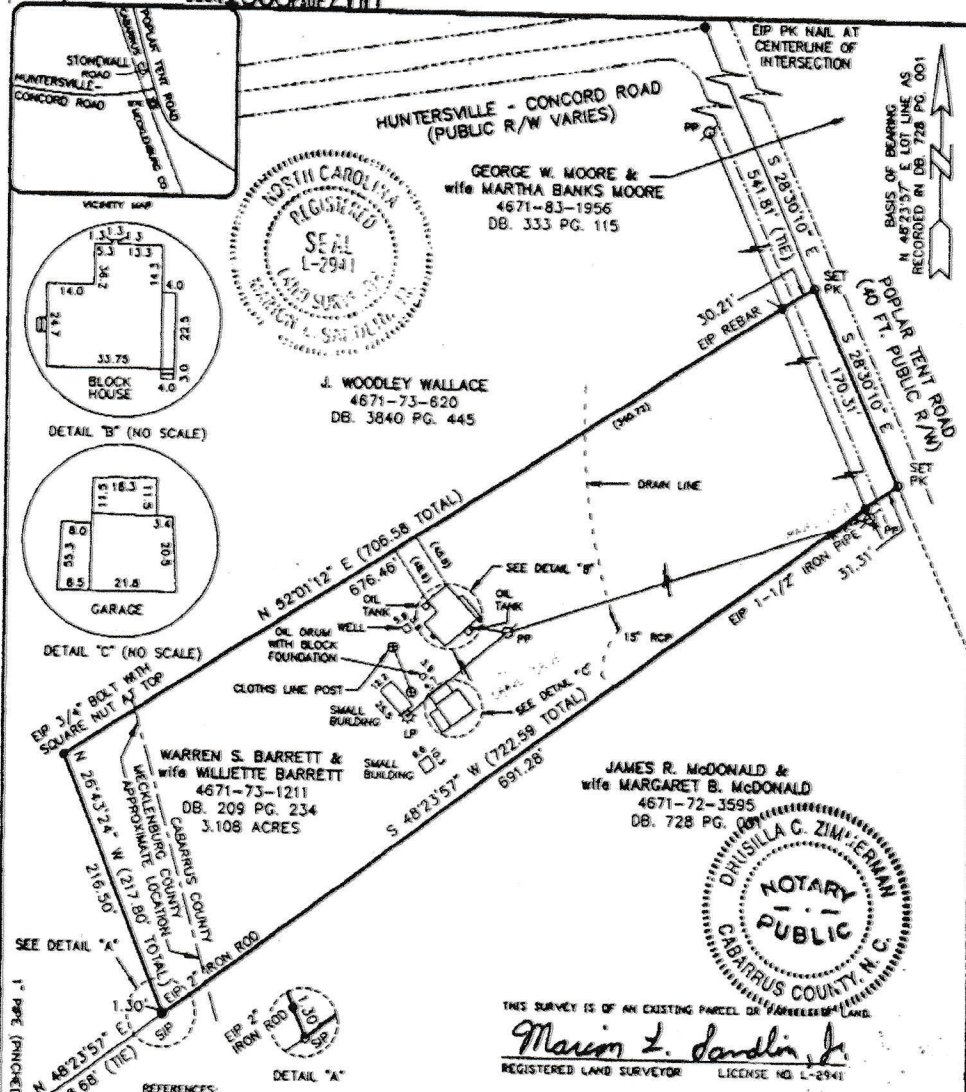
NORTH CAROLINA, CABARRUS County.
I, a Notary Public of the County and State aforesaid, certify that WILLIETTE P. BARRETT (Widow) Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 7th day of MAY 1997.
My commission expires: 9/19/99 Marlene Clark Notary Public



SEAL-STAMP NORTH CAROLINA, County.
I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he is Secretary of a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by as its Secretary.
Witness my hand and official stamp or seal, this day of 19.
My commission expires: Notary Public

NORTH CAROLINA, CABARRUS COUNTY:-
The foregoing Certificate(s) of Marlene Clark a Notary Public of Cabarrus County, N. C., is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

CHARLES B. ROSS REGISTER OF DEEDS FOR CABARRUS COUNTY
By [Signature] Deputy/Assistant - Register of Deeds 5-7-97



THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND.
Marion L. Sandlin, Jr.
 REGISTERED LAND SURVEYOR LICENSE NO. L-2941

- REFERENCES: (1) DEEDS AND TAX MAPS AS SHOWN.
- NOTES:
- (1) TRAVERSE ADJUSTED BY THE COMPASS RULE ADJUSTMENT METHOD.
 - (2) AREAS DETERMINED BY COORDINATE COMPUTATIONS.
 - (3) ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
 - (4) SET #5 REBAR AT ALL CORNERS UNLESS OTHERWISE NOTED.
 - (5) SUBJECT PROPERTY IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN) AS PER F.I.R.M. COMMUNITY PANEL NO. 37025C0070 D - EFFECTIVE DATE NOVEMBER 2, 1994, AND PANEL NO. 370158 0040 B - EFFECTIVE DATE FEBRUARY 3, 1993.
 - (6) THIS MAP DOES NOT CONFORM TO GS 47-30 AS REVISED IN THAT ITS SIZE AND BORDER REQUIREMENTS HAVE NOT BEEN MET.
 - (7) APPROXIMATE LOCATION OF COUNTY LINE SCALED FROM TAX MAP.

LEGEND

| | | | |
|-----|----------------------------------|---|------------|
| ○ | SET IRON PIN (#5 REBAR) | ⊗ | POWER POLE |
| ● | EXISTING IRON PIN (AS DESCRIBED) | ⊙ | LIGHT POLE |
| ⊕ | POST OR BOLLARD | | |
| --- | TIE LINE | | |
| --- | BOUNDARY AS SURVEYED | | |
| --- | BOUNDARY BY DEED OR PLAT | | |
| --- | RIGHT OF WAY | | |
| --- | DITCH LINE | | |
| --- | TAX PARCEL PIN NUMBER | | |
| --- | FENCE | | |
| --- | POWER LINE | | |
| --- | EXISTING DRAINAGE PIPE | | |

I, MARION L. SANDLIN, JR., CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DB. 209 PG. 234); THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES WAS 1:10,000+; THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEEDS AS SHOWN; AND THAT THE ANGULAR ERROR OF CLOSURE WAS 04\"/>

WITNESS MY HAND AND OFFICIAL SEAL THIS 14TH DAY OF MARCH, 1997.
Marion L. Sandlin, Jr.
 REGISTERED LAND SURVEYOR LICENSE NO. L-2941

NORTH CAROLINA, CABARRUS COUNTY
 I, DRUSILLA C. ZIMMERMAN, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT MARION L. SANDLIN, JR., A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.
 WITNESS MY HAND AND OFFICIAL STAMP, THIS 14TH DAY OF MARCH, 1997.
Drusilla C. Zimmerman
 NOTARY PUBLIC 8-16-98 MY COMMISSION EXPIRES

BOUNDARY AND LOCATION SURVEY

PROPERTY OF: **WARREN S. BARRETT & wife WILLETTE BARRETT**

NUMBER **3** TWP. **CABARRUS** CO. **NC**

ADDRESS: _____ NC

LOT _____ BLOCK _____

MAP RECORDED IN DB. _____ PG. _____ DEED RECORDED IN DB. **209**, PG. **234**

SURVEY FOR: **LARRY STINSON**

SCALE: 1 IN. = 100 FT. DATE: **MARCH 10TH, 1997**

CONCORD ENGINEERING & SURVEYING, INC.
 ENGINEERS - SURVEYORS - PLANNERS
 45 SPRING STREET IV CONCORD (760) 786-5404
 CHARLOTTE NC 28405 CHARLOTTE (704) 332-9924
 FAX (704) 786-7264

Prepared by and please return to:
Russell S. Woodward, Esq.
Woodward & Woodward PLLC
200 South College Street #200
Charlotte NC 28202

RIGHT OF WAY EASEMENT AGREEMENT

THIS RIGHT OF WAY EASEMENT AGREEMENT (“Agreement”) is made as of September 14, 2020 (the “Effective Date”) by and between Myra A. Stinson and Larry E. Stinson with a mailing address of 10435 Poplar Tent Road, Huntersville, Cabarrus County, North Carolina 28078 (together, “Grantor”) and Skybrook LLC, a North Carolina limited liability company, with a mailing address of 6719-C Fairview Road, Charlotte, North Carolina 28210 its successors and assigns (“Grantee”). The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

Background

Grantor owns real property located at 10515 Poplar Tent Road, Huntersville, Cabarrus County, North Carolina, 28078, Parcel No. 4671731211, as more fully described on Exhibit A attached hereto and incorporated herein by reference and (“Grantor’s Property”) and Grantee owns real property located at 10601 Poplar Tent Road, Huntersville, Cabarrus County, North Carolina, 28078, Parcel No. 467173062, as more fully described on Exhibit A attached hereto and incorporated herein by reference (“Grantee’s Property”); and

Grantee, or its successors and assigns, as applicable, are pursuing development of Grantee’s Property and the development plans for such project contemplate the performance of certain work and the installation of certain improvements on Grantor’s Property to serve Grantee’s Property, including, but not limited to certain clearing and grading and installation of rights of way, sidewalks, water, sanitary sewer, stormwater drainage, utility, and erosion control facilities

(the “Work and Improvements”) as more particularly set forth in Grantee’s approved construction drawings, as the same may be amended from time to time (the “Approved Plans”)

To facilitate the performance and installation of the Work and Improvements, Grantor has agreed to grant to Grantee easements over Grantor’s Property for such purpose, as more particularly set forth herein, subject to the terms and conditions of this Agreement.

Therefore, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grants, conveys, quitclaims, bargains and conveys (as the case may be) unto Grantee and its successors and assigns, as set forth below.

Agreement

1. Incorporation. The recitals above are hereby incorporated into this Agreement as if fully set forth herein.
2. Development and Right of Way Easement. Grantor hereby gives, grants, conveys, quitclaims, bargains and conveys (as the case may be) to Grantee (and its successors, assigns, employees, agents, consultants and contractors) a perpetual, non-exclusive, easement for development (including the Work and Improvements), right of way, access, ingress, and egress over the portion of the Grantee’s Property described in Exhibit B attached hereto and incorporated herein by reference (the “Easement Area”) and as shown as “Area Reserved for Road Right of Way” on the survey attached as Exhibit C hereto and incorporated herein by reference for the construction, installation, maintenance, repair, use, and operation thereof and thereon of roadway, utility, and infrastructure improvements (the “Development and Right of Way Easement”).
3. Temporary Construction Easement. Grantor hereby gives, grants, bargains, sells, and conveys to Grantee (and its successors, assigns, employees, agents, consultants and contractors) a temporary, non-exclusive right and easement over and upon Grantor’s Property to facilitate the performance and installation of the Work and Improvements in accordance with the Approved Plans (the “Temporary Construction and Access Easement”).

The Temporary Construction and Access Easement includes, but is not limited to, the right and privilege by Grantee, its successors, assigns, contractors, and agents, to go onto Grantor’s Property with vehicles, heavy equipment, machinery, and construction supplies which are reasonably required in order to perform the Work and Improvements.

The Temporary Construction and Access Easement shall automatically terminate, without the need for any action by Grantor or Grantee, and be of no further force and effect upon any assignment or dedication of the Development and Right of Way Easement to the public and to any public authorities, once all improvements contemplated herein are accepted for maintenance by the applicable public authorities, or on the date which is three (3) years from the date of recording of this Agreement, whichever is sooner (the “Termination Date”).

4. Permits and Approvals; Maintenance. Grantee shall obtain all necessary governmental permits and approvals for the Work and Improvements and shall perform or cause to be performed the Work and Improvements pursuant to the requirements of such permits and approvals and in a good and workmanlike manner. Grantee shall cause the Work and Improvements installed by Grantee to be maintained in a clean, neat, and orderly manner. Notwithstanding the foregoing, if any improvements described herein are constructed within the Easement Area and then dedicated and accepted for public use and maintenance (as contemplated herein), then upon acceptance for maintenance by a public authority, Grantee shall have no further obligations under this Section 4.

5. No Mechanics' Liens; Indemnity. Grantee shall not permit any mechanic's or materialmen's liens or any other liens to attach to Grantor's Property for any reason. Grantee shall indemnify and hold harmless Grantor from and against any and all damages, mechanic's liens, liabilities, losses, demands, actions, interest, penalties, causes of action, claims, costs, and expenses (including reasonable attorney's fees) (collectively, "Claims") to the extent caused by Grantee and arising from or related to the easements granted by Grantor hereunder or any breach of this Agreement by Grantee, except for any such Claims arising as a result of Grantor's negligence or intentional wrongdoing. This Section 5 shall survive any termination of this Agreement.

6. Benefits and Burdens Running with Land. The benefits and burdens, rights and obligations, easements and restrictions created by this Agreement shall be appurtenant to and run with and burden and be binding upon the lands described herein and shall inure to the benefit of and be binding upon the parties and those claiming by, through, or under them. The covenants, agreements, terms, provisions, and conditions of this Agreement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the tracts, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Agreement. The foregoing notwithstanding, the covenants, agreements, terms, provisions, conditions, and obligations of this Agreement shall neither benefit nor burden any purchaser of a residential lot created by the subdivision of Grantee's Property and all such lot owners shall have no rights or obligations under this Agreement.

7. Assignment/Dedication; Scope. Grantee may, in its sole and absolute discretion, and without need for consent of Grantor or any other party, dedicate, transfer and/or assign all rights hereunder to any successor developer, association, or public or private authority or utility in conjunction with dedication, development, maintenance, and operation of the roadway and/or utility improvements herein contemplated, and it is in fact expressly contemplated (and the scope of all rights herein expressly includes) that once constructed, all road, utility and related infrastructure improvements contemplated herein may ultimately be dedicated by Grantee as public improvements for use by the general public (and if Grantee so dedicates the improvements to the public then this instrument shall operate, if need be, as a like dedication or a consent to the dedication by Grantor, all as if made directly by Grantor to the public, without need for any further action of Grantor) (the "Dedication"). If the City of Concord requires that Grantor's Property be annexed into to the City of Concord (the "Annexation") as a condition of the Dedication, then Grantor agrees that it shall consent to and assist with the Annexation as provided herein.

Grantor will cooperate with Grantee and will sign all such additional documents, instruments, applications, or plats as are reasonably required, to affect, facilitate, and further the purposes of this Agreement, including without limitation the Annexation and the Dedication.

8. Governing Law; Severability. This Agreement shall be interpreted in accordance with North Carolina law. If a court of competent jurisdiction should find that any provision of this Agreement is unenforceable or otherwise in conflict with North Carolina law or the laws of the United States of America, then such provision shall be deemed stricken and the remainder of this Agreement shall continue in full force and effect as if such provision were never included herein.

TO HAVE AND TO HOLD the aforesaid Development and Right of Way Easement and Temporary Construction and Access Easement unto Grantee and its successors and assigns, in perpetuity.

[Signatures follow.]

Grantor and Grantee have executed this Agreement as of the Effective Date.

GRANTOR:

Myra A. Stinson
Myra A. Stinson

Larry E. Stinson
Larry E. Stinson

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that Myra A. Stinson and Larry E. Stinson personally appeared before me this day and acknowledged the execution of the foregoing document.

Date: September 14, 2020

Print Name: Vicki K. Hollis Vicki K. Hollis
Notary Public

My commission expires: 06-23-2021

[SEAL]



GRANTEE:

Skybrook, LLC
a North Carolina limited liability company

By: 
Name: Brian S. Pace
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF

I certify that Brian S. Pace, as Manager of Skybrook, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing document in the capacity described therein.

Date: September 14, 2020

Print Name: Vicki K. Hollis Vicki K. Hollis
Notary Public

My commission expires: 06-23-2021

[SEAL]

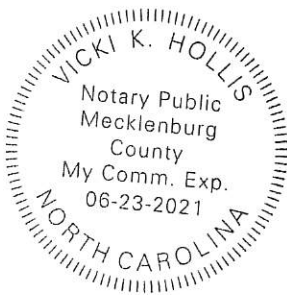


EXHIBIT A
to Easement Agreement

Legal Descriptions

GRANTOR'S PROPERTY:

LYING AND BEING IN NO. 3 TOWNSHIP, CABARRUS COUNTY, NORTH CAROLINA, ON THE WEST SIDE OF POPLAR TENT ROAD, ADJOINING THE PROPERTY OF J. WOODLEY WALLACE (DEED BOOK 3840, PAGE 445, MECKLENBURG COUNTY REGISTRY) AND JAMES R. MCDONALD (DEED BOOK 728, PAGE 1, CABARRUS COUNTY REGISTRY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NEW P. K. NAIL IN THE CENTER OF POPLAR TENT ROAD, CORNER OF JAMES R. MCDONALD; AND RUNS THENCE WITH THE LINE OF MCDONALD, SOUTH 48-23-57 WEST (PASSING AN EXISTING IRON PIPE ON LINE AT 31.31 FEET) 722.59 FEET TO AN EXISTING IRON PIPE, CORNER OF WALLACE; THENCE TWO LINES OF WALLACE AS FOLLOWS: 1ST, NORTH 26-43-24 WEST (PASSING A 2-INCH IRON ROD ON LINE AT 1.30 FEET) 217.80 FEET TO AN EXISTING 3/4-INCH BOLT WITH SQUARE NUT AT TOP; AND 2ND, NORTH 52-01-12 EAST (PASSING AN EXISTING IRON PIN ON LINE AT 676.46 FEET) 706.58 FEET TO A P. K. NAIL IN THE CENTER OF POPLAR TENT ROAD; THENCE WITH THE CENTER OF THE ROAD, SOUTH 28-30-10 EAST 170.31 FEET TO THE BEGINNING, CONTAINING 3.108 ACRES AS SURVEYED BY MARION L. SANDLIN, JR., REGISTERED LAND SURVEYOR, MARCH 10, 1997, AND SUBJECT TO THE RIGHT OF WAY OF POPLAR TENT ROAD AS SHOWN ON SAID PLAT.

Address: 10515 Poplar Tent Road, Huntersville, Cabarrus County, North Carolina, 28078
Parcel No.: 4671731211

GRANTEE'S PROPERTY:

That certain real property in Cabarrus County, North Carolina located at 10601 Poplar Tent Road, Huntersville, Cabarrus County, North Carolina, 28078, Parcel ID No. 46717306200000; Property Real ID:03-016-0014.00 and containing 7.01 acres and as more fully described in a deed to Skybrook LLC recorded on October 10, 2006 in Book 7075, Page 32 of the Register of Deeds for Cabarrus County.

EXHIBIT B
to Easement Agreement

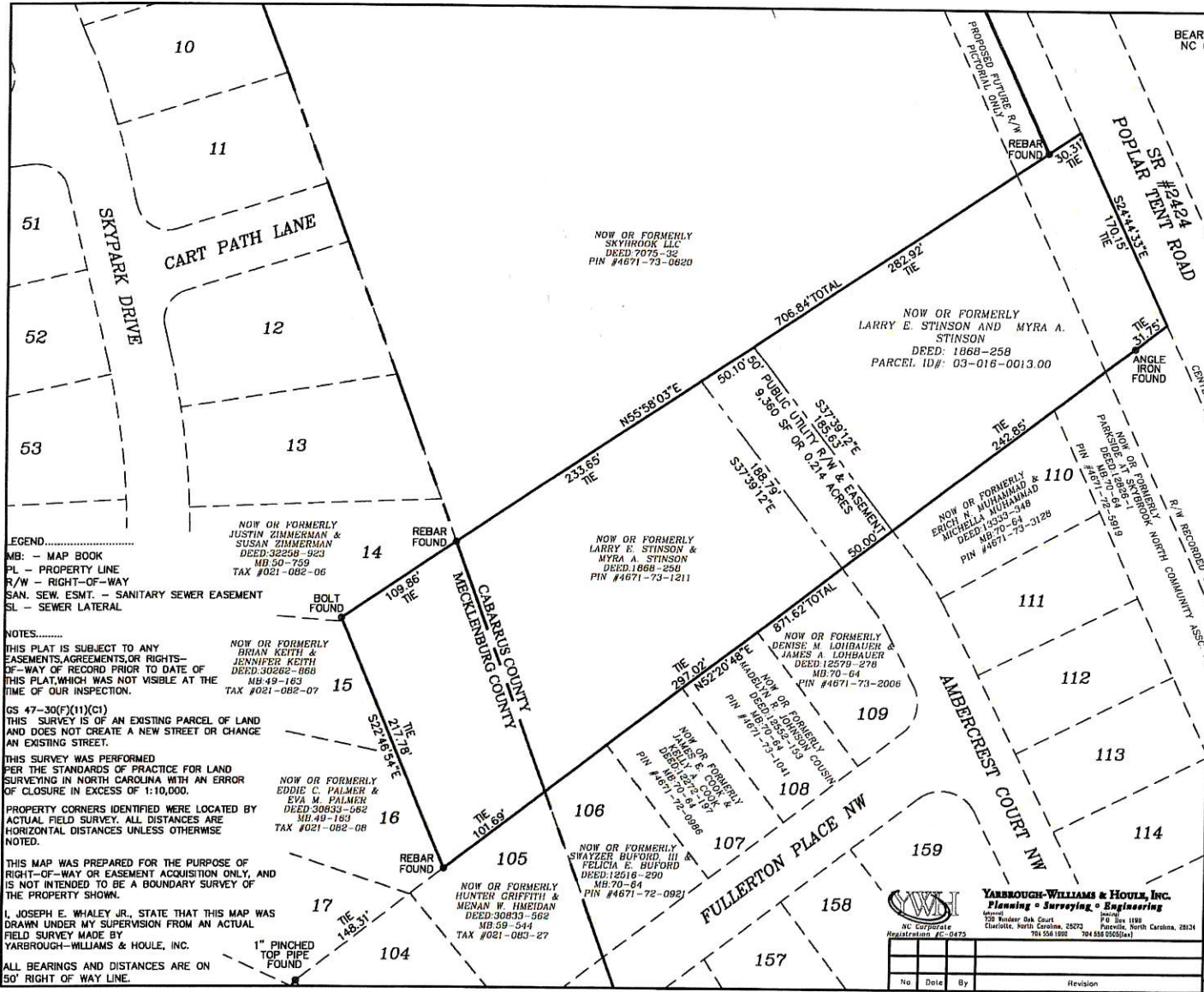
Easement Area

Commencing at a Bolt found, the northwest corner of the Larry E. Stinson and Myra A. Stinson as recorded in Deed:1868-258 In the Cabarrus County Register of Deeds Office; Said Bolt also being the southern corner of Lot 14 of Parkside at Skybrook North as recorded in Map Book 50 Page 759 in the Mecklenburg County Register of Deeds Office, and being the Justin Zimmerman & Susan Zimmerman property as recorded in Deed: 32258-923 in the Mecklenburg County Register of Deeds Office. Thence from said Bolt with the northern line of the Larry E. Stinson and Myra A. Stinson property N55-58-03E 343.51' to a rebar set, the Point of Beginning, said rebar set also being on the southern line of the Skybrook LLC, property as recorded in Deed:7075-32 in the Cabarrus County Register of Deeds Office. Thence from said Point of Beginning with the northern line of the Larry E. Stinson and Myra A. Stinson property and the southern line of the Skybrook LLC property N55-58-03E 50.10' to a rebar set; Thence a new line in the Larry E. Stinson and Myra A. Stinson property S37-39-12E 185.63' to a rebar found on the southern line of the Larry E. Stinson and Myra A. Stinson property, said rebar found also being the northwest corner of Lot 110 of Parkside at Skybrook North as recorded in Map Book 70 Page 64 in the Cabarrus County Register of Deeds Office and being the Erich N. Muhammad and Michella Muhammad property as recorded in Deed: 13333-348 in the Cabarrus County Register of Deeds Office; Thence with the southern line of the Larry E. Stinson and Myra A. Stinson property N52-20-48W 50.00' to a rebar found, the northeast corner of Lot 109 of Parkside at Skybrook North as recorded in Map Book 70 Page 64 in the Cabarrus County Register of Deeds Office and being the Denise M. Lohbauer and James A. Lohbauer property as recorded in Deed: 12579-278 in the Cabarrus County Register of Deeds Office; Thence a new line in the Larry E. Stinson and Myra A. Stinson property N37-39-12E 188.79' to a rebar found, the Point of Beginning.

Said property being a 0.214 acre portion of the Larry E. Stinson and Myra A. Stinson property as shown on the Annexation Plat of the Larry E. Stinson and Myra A. Stinson property dated 9-03-20 by Yarbrough-Williams & Houle Inc.

EXHIBIT C
to Easement Agreement

[ATTACH MAP SHOWING EASEMENT AREA]



LEGEND
 MB - MAP BOOK
 PL - PROPERTY LINE
 R/W - RIGHT-OF-WAY
 SAN. SEW. ESMT. - SANITARY SEWER EASEMENT
 SL - SEWER LATERAL

NOTES
 THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO DATE OF THIS PLAT, WHICH WAS NOT VISIBLE AT THE TIME OF OUR INSPECTION.

GS 47-30(F)(11)(C1)
 THIS SURVEY IS OF AN EXISTING PARCEL OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

THIS SURVEY WAS PERFORMED PER THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA WITH AN ERROR OF CLOSURE IN EXCESS OF 1:10,000.

PROPERTY CORNERS IDENTIFIED WERE LOCATED BY ACTUAL FIELD SURVEY. ALL DISTANCES ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED.

THIS MAP WAS PREPARED FOR THE PURPOSE OF RIGHT-OF-WAY OR EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

I, JOSEPH E. WHALEY JR., STATE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE BY YARBROUGH-WILLIAMS & HOULE, INC.

ALL BEARINGS AND DISTANCES ARE ON 50' RIGHT OF WAY LINE.

NOW OR FORMERLY JUSTIN ZIMMERMAN & SUSAN ZIMMERMAN
 DEED: 32259-923
 MB 50-759
 TAX # 021-082-06

NOW OR FORMERLY BRIAN KEITH & JENNIFER KEITH
 DEED: 30282-888
 MB 49-183
 TAX # 021-082-07

NOW OR FORMERLY EDDIE C. PALMER & EVA M. PALMER
 DEED: 30833-582
 MB 49-183
 TAX # 021-082-08

NOW OR FORMERLY HUNTER GRIFFITH & MEWAN W. HAEIDAN
 DEED: 30833-582
 MB 59-544
 TAX # 021-083-27

NOW OR FORMERLY SKYBROOK LLC
 DEED: 7075-32
 PIN # 4671-73-0820

NOW OR FORMERLY LARRY E. STINSON & MYRA A. STINSON
 DEED: 1868-258
 PIN # 4671-73-1211

NOW OR FORMERLY DENISE M. LOHBAUER & JAMES A. LOHBAUER
 DEED: 12579-278
 MB 70-64
 PIN # 4671-73-2006

NOW OR FORMERLY JAMES A. COOK & EVA M. PALMER
 DEED: 12572-197
 MB 70-64
 PIN # 4671-73-1041

NOW OR FORMERLY SWAYZER BUFORD, III & FELICIA E. BUFORD
 DEED: 12516-290
 MB 70-84
 PIN # 4671-72-0921

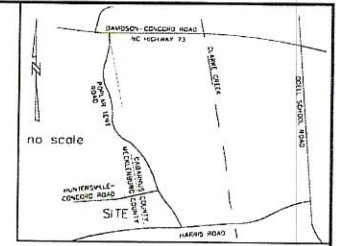
NOW OR FORMERLY LARRY E. STINSON AND MYRA A. STINSON
 DEED: 1868-258
 PARCEL ID#: 03-016-0013.00

NOW OR FORMERLY ERICH A. MUHAMMAD & MICHELLE A. MUHAMMAD
 DEED: 19330-548
 MB 70-54
 PIN # 4671-73-3128

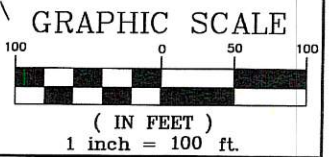
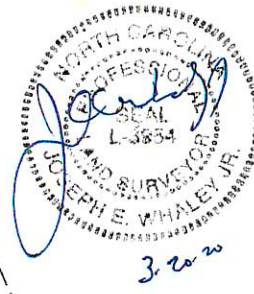
YARBROUGH-WILLIAMS & HOULE, INC.
 Planning • Surveying • Engineering
 738 Under Oak Court, Raleigh, North Carolina, 27612
 919-856-1898 Fax: 919-856-0500

| No. | Date | By | Revision |
|-----|------|----|----------|
| | | | |

BEARINGS BASED ON NC GRID (NAD 83)



MOORCREST SUBDIVISION
 MB 44-6, MB 44-67, MB 44-97, MB 45-92, MB 45-35

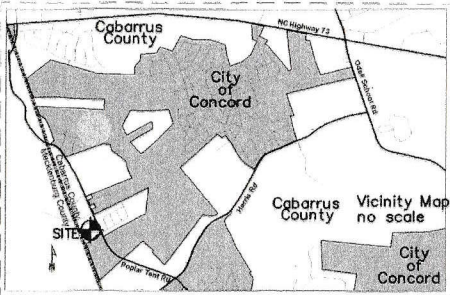
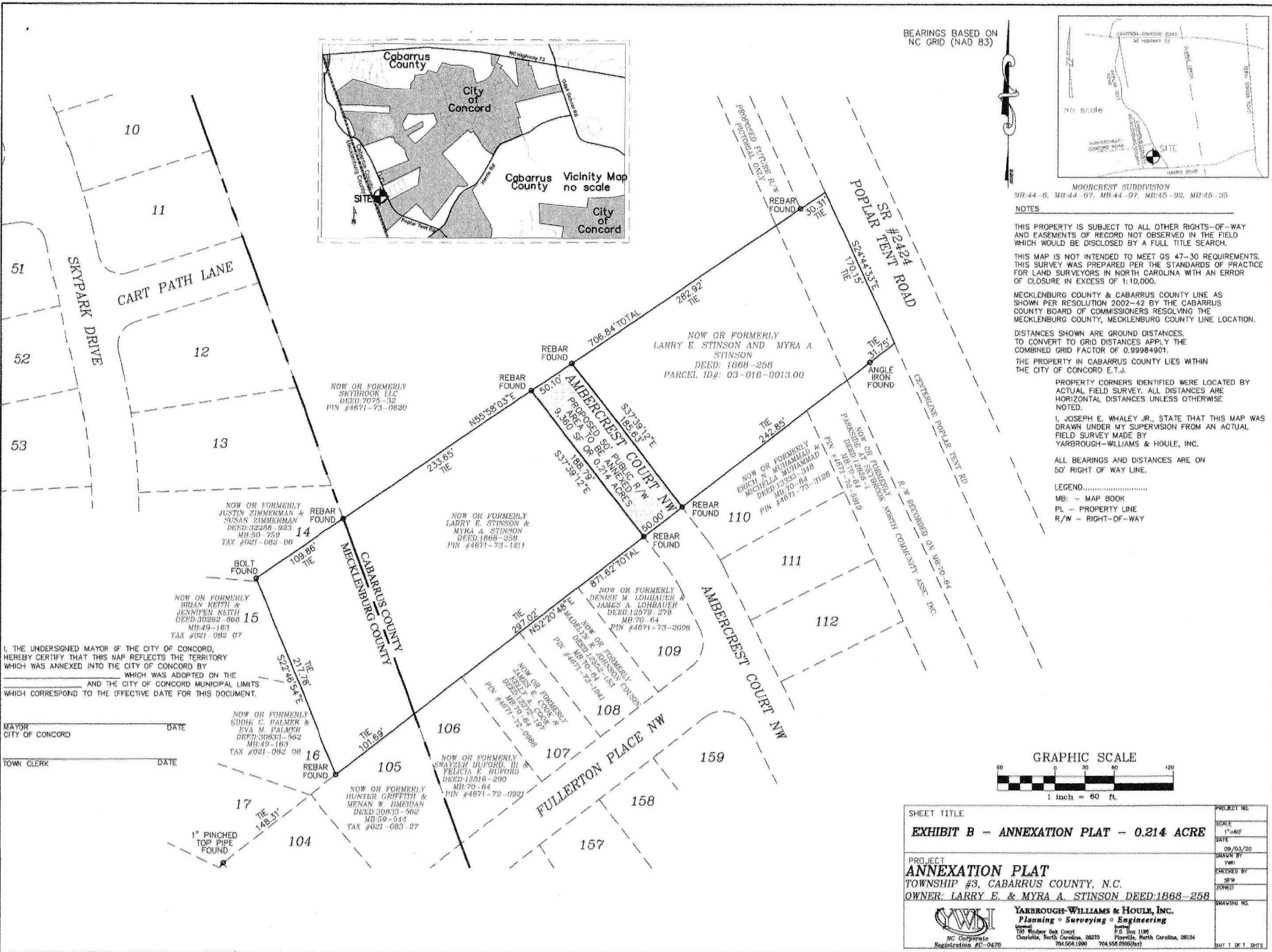


| JOB No. | | File No. |
|--|---------------|-----------------|
| PLAN | | Scales: 1"=100' |
| PROFILE | Hor | N/A |
| | Vert | N/A |
| As Built | Date | |
| YWH | MAH | YWH |
| Surveyed By | Designed By | Drawn By |
| FILE NAME: P:\PAC\154\180\154\154-001\PARCEL\SL UTILITY EASEMENT | Project: Engr | Approved By |
| | 3/19/20 | 1 |
| | Date | Sheet |

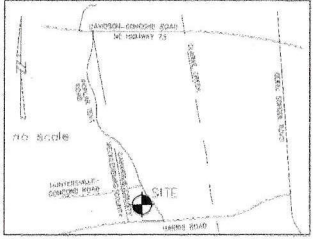
**CITY OF CONCORD
 REGIONAL WATER RESOURCES
 CONCORD, NORTH CAROLINA**

50' PUBLIC UTILITY R/W & EASEMENT TO SERVE PARKSIDE AT SKYBROOK NORTH PHASE 4

LARRY E. & MYRA A. STINSON
 DEED: 1868-258
 PIN # 4671-73-1211



BEARINGS BASED ON NC GRID (NAD 83)



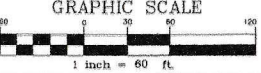
MOORCREST SUBDIVISION
 MB-44-0, MB-44-07, MB-44-07, MB-45-02, MB-46-35

NOTES
 THIS PROPERTY IS SUBJECT TO ALL OTHER RIGHTS-OF-WAY AND EASEMENTS OF RECORD NOT OBSERVED IN THE FIELD WHICH WOULD BE DISCLOSED BY A FULL TITLE SEARCH.
 THIS MAP IS NOT INTENDED TO MEET GS 47-30 REQUIREMENTS. THIS SURVEY WAS PREPARED PER THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN NORTH CAROLINA WITH AN ERROR OF CLOSURE IN EXCESS OF 1:10,000.
 MECKLENBURG COUNTY & CABARRUS COUNTY LINE AS SHOWN PER RESOLUTION 2002-42 BY THE CABARRUS COUNTY BOARD OF COMMISSIONERS RESOLVING THE MECKLENBURG COUNTY, MECKLENBURG COUNTY LINE LOCATION.
 DISTANCES SHOWN ARE GROUND DISTANCES. TO CONVERT TO GRID DISTANCES APPLY THE COMBINED GRID FACTOR OF 0.99984901.
 THE PROPERTY IN CABARRUS COUNTY LIES WITHIN THE CITY OF CONCORD E.T.J.

PROPERTY CORNERS IDENTIFIED WERE LOCATED BY ACTUAL FIELD SURVEY. ALL DISTANCES ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED.
 I, JOSEPH E. WHALEY JR., STATE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE BY YARBROUGH-WILLIAMS & HOULE, INC.
 ALL BEARINGS AND DISTANCES ARE ON 50' RIGHT OF WAY LINE.
 LEGEND.....
 MB = MAP BOOK
 PL = PROPERTY LINE
 R/W = RIGHT-OF-WAY

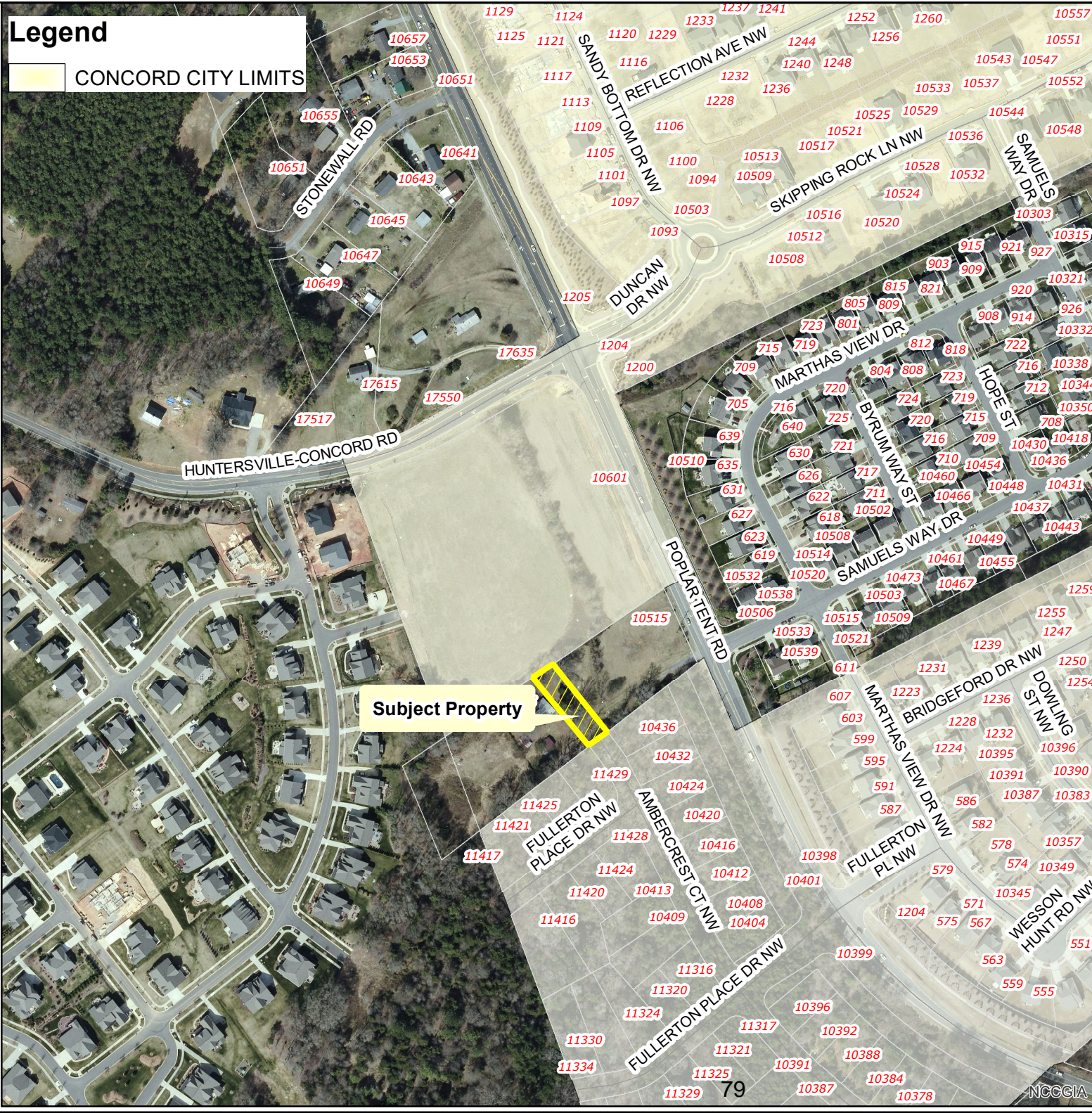
I, THE UNDERSIGNED MAYOR OF THE CITY OF CONCORD, HEREBY CERTIFY THAT THIS MAP REFLECTS THE TERRITORY WHICH WAS ANNEXED INTO THE CITY OF CONCORD BY _____ AND THE CITY OF CONCORD MUNICIPAL LIMITS WHICH CORRESPOND TO THE EFFECTIVE DATE FOR THIS DOCUMENT.

MAYOR _____ DATE _____
 CITY OF CONCORD
 TOWN CLERK _____ DATE _____



| | | |
|--|--|--------------------|
| SHEET TITLE | | PROJECT NO. |
| EXHIBIT B - ANNEXATION PLAT - 0.214 ACRE | | SCALE 1"=60' |
| PROJECT | | DATE 09/03/20 |
| ANNEXATION PLAT | | DRAWN BY DWH |
| TOWNSHIP #3, CABARRUS COUNTY, N.C. | | CHECKED BY JFW |
| OWNER: LARRY E. & MYRA A. STINSON DEED:1868-258 | | ZONE |
| | | DRAWING NO. |
| Yarborough-Williams & Houle, Inc. Planning • Surveying • Engineering 150 Windsor Oaks Court, Charlotte, North Carolina, 28203 P.O. Box 1198, Raleigh, North Carolina, 27614 704.564.1900 704.558.0562(fax) | | SHT. 1 OF 1 SHEETS |

Legend
CONCORD CITY LIMITS

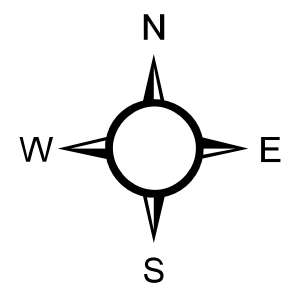


ANX-12-20

Scott Moore

p/o 10515 Poplar Tent Rd

p/o PIN: 4671-73-1211



Source: City of Concord
Planning Department

Disclaimer

These maps and products are designed for general reference only and data contained herein is subject to change. The City Of Concord, it's employees or agents make no warranty of merchantability or fitness for any purpose, expressed or implied, and assume no legal responsibility for the information contained therein. Data used is from multiple sources with various scales and accuracy. Additional research such as field surveys may be necessary to determine actual conditions.

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 0.214 ACRES LOCATED AT
10515 POPLAR TENT ROAD

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by Scott Moore, Skybrook LLC, on November 10th and 12th, 2020 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 via a virtual multimedia platform, on November 10th and 12th, 2020 after due notice by The Independent Tribune on October 23rd, 2020; 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 12th day of November 2020:

Commencing at a Bolt found, the northwest corner of the Larry E. Stinson and Myra A. Stinson as recorded in Deed:1868-258 In the Cabarrus County Register of Deeds Office; Said Bolt also being the southern corner of Lot 14 of Parkside at Skybrook North as recorded in Map Book 50 Page 759 in the Mecklenburg County Register of Deeds Office, and being the Justin Zimmerman & Susan Zimmerman property as recorded in Deed: 32258-923 in the Mecklenburg County Register of Deeds Office. Thence from said Bolt with the northern line of the Larry E. Stinson and Myra A. Stinson property N55-58-03E 343.51' to a rebar set, the Point of Beginning, said rebar set also being on the southern line of the Skybrook LLC, property as recorded in Deed:7075-32 in the Cabarrus County Register of Deeds Office. Thence from said Point of Beginning with the northern line of the Larry E. Stinson and Myra A. Stinson property and the southern line of the Skybrook LLC property N55-58-03E 50.10' to a rebar set; Thence a new line in the Larry E. Stinson and Myra A. Stinson property S37-39-12E 185.63' to a rebar found on the southern line of the Larry E. Stinson and Myra A. Stinson property, said rebar found also being the northwest corner of Lot 110 of Parkside at Skybrook North as recorded in Map Book 70 Page 64 in the Cabarrus County Register of Deeds Office and being the Erich N. Muhammad and Michella Muhammad property as recorded in Deed: 13333-348 in the Cabarrus County Register of Deeds Office; Thence with the southern line of the Larry E. Stinson and Myra A. Stinson property S52-20-48W 50.00' to a rebar found, the northeast corner of Lot 109 of Parkside at Skybrook North as recorded in Map Book 70 Page 64 in the Cabarrus County Register of Deeds Office and being the Denise M. Lohbauer and James A. Lohbauer property as recorded in Deed: 12579-278 in the Cabarrus County Register of Deeds Office; Thence a new line in the Larry E. Stinson and Myra A. Stinson property N37-39-12W 188.79' to a rebar found, the Point of Beginning.

Said property being a 0.214 acre portion of the Larry E. Stinson and Myra A. Stinson property as shown on the Annexation Plat of the Larry E. Stinson and Myra A. Stinson property dated 9-03-20 by Yarbrough-Williams & Houle Inc.

SECTION 2. Upon and after the 12th day of November, 2020 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 12th day of November 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City
Attorney

Meeting Date

November 10, 2020

Annexation Staff Report

The subject property consists of +/- 28.6 acres of land located at 1252 and 1260 Cox Mill Rd, and also includes an adjacent unaddressed parcel. The City of Concord purchased the subject property by deed recorded in the Cabarrus County Register of Deeds office on February 19th, 2020 for the purpose of establishing a municipal park in the northwest sector of the City limits.

The subject property is south of the Cabarrus County Clark Creek Heron Rookery, north of Cox Mill Elementary School, west of Cox Mill High School and east of the Highland Creek residential neighborhood. The property is currently improved with a residential structure and outbuildings including a barn. The City's Parks and Recreation Department is currently in the process of soliciting input from the public in order to begin planning the Northwest Park.

Properties to the north, south, and a few to the east remain in Cabarrus County. They are zoned LDR (Low Density Residential). Cox Mill High School, to the east, is zoned RL (Residential Low Density) while Highland Creek is zoned R-CO (Residential County Originated). The 2030 Land Use Plan designates the subject property as Suburban Neighborhood and should annexation be approved, the City will administratively request a zoning classification of O-I (Office Institutional) in order to accommodate the public use of a municipal park. O-I zoning would be consistent with the Land Use Plan.



Planning & Neighborhood Development
 35 Cabarrus Avenue, West
 PO Box 308 Concord, NC 28026
 Phone: 704-920-5146
 Email: rogerss@concordnc.gov

Petition for Annexation into the Concord City Limits

| Section A Submittal Checklist | |
|---|---|
| Please include all of the following (check off). If any information is missing from the application package, you will be asked to resubmit the petition with all required materials. Please carefully check the list below before you submit: | |
| Required – An incomplete application will delay the annexation process. | |
| X | Written metes and bounds description of the property to be annexed. (Must include in application packet <u>and</u> email a Microsoft Word version to rogerss@concordnc.gov . Mark as Exhibit A . Source can be from Survey or Deed. |
| X | Map showing above written metes and bounds description of the property to be annexed <u>in relation to the current city limits</u> . Mark as Exhibit B . |
| X | A Current County Tax Map with parcels included in the annexation request clearly marked. Mark as Exhibit C . http://gis.cabarruscounty.us/gisdataexplorer/ |
| X | Correct Parcel Identification Number(s) (PIN) on second page of application. This is very important. Please indicate if the property to be annexed is only a portion of an existing parcel. http://gis.cabarruscounty.us/gisdataexplorer/ |
| X | Property Owners' Signatures, Date of Signatures, and addresses. See page 3 of this application. <u>All real property owners</u> must sign the application, and such signature <u>must be notarized</u> . An authorized representative must sign on behalf of each legal entity that holds ownership of the property and <u>such representative's signature must be notarized</u> . <u>One signature for each legal ownership interest in the property</u> . Please include signatures of new owners if ownership will change during the annexation process. |
| X | Notary Statements for each signature |
| X | General Warranty Deed showing ownership of the property. Petitioners must submit a title opinion or title insurance if a general warranty deed is not available. Upon review, a title opinion may be required in addition to a general warranty deed. |
| | Statement of vested rights claimed, if any. |
| | \$300.00 Application Fee |
| | A letter authorizing a developer or agent to handle annexation petition (e.g. withdraw, delay/reactivate petition). |
| X | This application form (Sections A, B, C, and D) completed, dated and signed by the property owner(s) and attested submitted by the deadlines noted in section B of this application, page 2. |
| Optional , but will assist in the steps following the annexation process | |
| | Section E (Supplemental Information) |
| X | Copy of any proposed plans, which may include but is not limited to a preliminary site plan or final site plan |
| X | Appropriate application(s) for City of Concord Planning & Zoning Commission (Rezoning Petition) |
| X | List of Current Adjacent Property Owners |

Section B Submittal Deadlines

Petitions for annexation are accepted by Planning & Neighborhood Development at any time. Find annexation schedule here: <https://www.concordnc.gov/Departments/Planning/Planning-Services/Annexations> **The annexation will become effective immediately upon adoption of the annexation ordinance at the scheduled public hearing unless notified otherwise by the City Clerk.**

(The City reserves the right to make exceptions to this tentative processing schedule for any reason, including when outstanding staff comments need to be addressed.)

Section C Summary Information / Metes and Bounds Descriptions

Development Project Name **Northwest Park**

Street Address **1252 Cox Mill Road**

Cabarrus County Property Identification Number(s) list below

P.I.N. **4680-23-8327**

P.I.N. **4680-43-2510**

P.I.N.

P.I.N. **4680-33-2486**

P.I.N.

P.I.N.

Acreage of Annexation Site **+/- 28.6 acres**

Annexation site is requesting connection to City of Concord Water **X** and/or Sewer **X**

Person to contact if there are questions about the petition

Name **Jason Pauling, Senior Planner - Parks & Recreation**

Address **147 Academy Avenue NW; PO Box 308; Concord, NC 28026**

Phone **704-920-5641**

Fax # **704-792-1971**

Email **paulingj@concordnc.gov**

Written metes and bounds description of property to be annexed

Attach additional sheets if necessary. Petitioners must submit an electronic Microsoft Word version. Petitioners must email an electronic copy to rogerss@concordnc.gov.

SEE ATTACHED

Section D Annexation Petition

State of North Carolina, Cabarrus County, Petition of Annexation of Property to the City of Concord, North Carolina

Part 1 The undersigned, being all the owners of the real property described in this application (Section C) respectfully request the annexation of said property to the City of Concord, North Carolina. **The petitioners understand and agree that any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.** The property to be annexed is:

X

Contiguous to the present primary corporate limits of the City of Concord, North Carolina, or

Satellite (Not Contiguous) to the municipal limits of the City of Concord, and meets all of the requirements for **NC GS §160A-58.1(b)**. This includes that if any portion of an area of the proposed annexation is part of a subdivision, all of the subdivision must be included.

Part 2 NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S.160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? Yes ___ No **X**

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

Signed this 21st day of September, 2020 by the owners of the property described in Section C.

Owner's Signature(s)

Include signatures of new owners if ownership will change during the annexation process.

Indicate if owner is signing on behalf of legal entity and in what capacity.

Print Name Lloyd Wm. Payne, Jr. Phone 704-920-5215

Address 35 Cabarrus Ave. W. Concord, NC 28026

Signature [Signature] Date 9-21-2020

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

A notary statement must be completely filled out for each signature.

PETITION MUST BE NOTARIZED

State of: North Carolina
County of: Cabarrus

Use this section for individual landowners.

I, _____ [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, _____ [Name of Landowner], as stated on the annexation petition, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Use this section for all land owners that are not individuals, such as (without limitation) corporate land owners, properties held in an estate, properties held in trust, etc.

I, Leslie Jenkins [Notary's Name], a Notary Public for ~~said~~ Rowan County and State, do hereby certify that Lloyd Wm. Payne Jr. [Representative for Landowner], a duly authorized representative for City of Concord [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is City Manager [Title] of said land owner, and acknowledged on behalf of said landowner, the due execution of the foregoing instrument.

Use this section for all individual landowners that are having a Power-of-Attorney execute the Annexation Request.

I, _____ [Notary's Name], a Notary Public for Said County and State, do hereby certify that, _____ [Attorney-In-Fact's Name], Attorney-in-Fact for _____, [Name of Landowner(s)] personally appeared before me this day, and being by me duly sworn, say that he/she executed the foregoing and annexed instrument for and on behalf of said Landowner(s) and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of _____, State of _____, [County & State of Recording Office] on the ___ day of _____, 20__, [Date of Recording of the Document] and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney. I further certify that the said Attorney-In-Fact acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and on behalf of said Landowners.

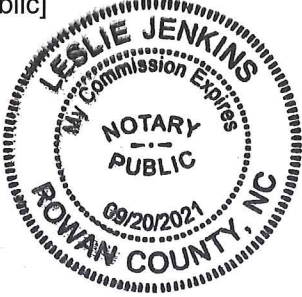
Witness my hand and official seal this 21 day of September, 2020

Leslie Jenkins
Notary Public

My commission expires September 20, 2021

[SEAL of Notary Public]

Notary's Stamp:



Section E Supplemental Information

In order for the City of Concord to better serve annexation areas, now and in the future, the City requests the following information from you. Please give your best estimates where they are needed. Contact information for relative City Departments can be found at the end of the worksheet. Please indicate 'N/A' for questions on which you have no information.

| | | | | | | | | | | | | | | |
|---|--|--------|-------------------------|--------|--|-------------------------------------|--|--------|--|--|--|--|--|--|
| Acreage of Area | | | | | | | | | | 28.6 +/- | | | | |
| Current Population of Area | | | | | | | | | | 2018: 4,242 w/n 1-mile; 43,726 w/n 3-miles; 101,306 w/n 5-miles | | | | |
| Current Zoning of Area | | | | | | | | | | LDR | | | | |
| Desired City Zoning of Area | | | | | | | | | | O-I | | | | |
| Proposed Use (i.e. residential, commercial, or industrial) | | | | | | | | | | Community Park Site | | | | |
| Estimated Total Value of Residential Units for the Proposed Development | | | | | | | | | | N/A | | | | |
| Total Proposed Number of Dwelling Units | | | | | | | | | | N/A | | | | |
| Type of Proposed Dwelling Units (Single Family Detached, Single Family Attached, Multi-Family) | | | | | | | | | | N/A | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | | | | | | |
| Estimated Total Value of Business Units for the Entire Proposed Development | | | | | | | | | | | | | | |
| Commercial Value | | | Industrial Value | | | Other (not-for-profit) Value | | | | | | | | |
| Proposed Number of Commercial | | | | | | | | | | | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | | | | | | |
| Proposed Number of Industrial | | | | | | | | | | | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | | | | | | |
| Proposed Number of Other (not-for-profit)? | | | | | | | | | | | | | | |
| Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | | | | | | |

Exhibit A

THE PROPERTY OF THE CITY OF CONCORD

Parcel One:

27.21 Acre Parcel (A portion of Map Book 39, Page 41)
(Deed Book 14010, Page 249) (PIN: 4680-23-8327; Real ID: 02-001-0017.10)

Lying and being in Township No. Two (2), Cabarrus County, North Carolina and being to the west of Cox Mill Road (SR# 1448) and being a 27.21 acres Parcel of land as shown on a map and survey by Jack R. Christian, R.L.S., dated June 29, 2001, to which map and survey reference is hereby made and a copy of which is found in Map Book 39, Page 41 (PIN: 4680-23-8327; Real ID: 02-001-0017.10), Cabarrus County Registry, and is more specifically described as follows:

Begin at a RAILROAD SPIKE, being the Northeast corner of said Parcel One as shown on said map and lying within the Right-of-Way of said Cox Mill Road as shown on said map; thence $S01^{\circ}30'00''W$, 24.97 feet at the easterly boundary of said Parcel One to a set IRON PIN, as shown on said map and described by NOTES #2 on said map; thence $S01^{\circ}30'00''W$, 69.89 feet along the easterly boundary of said Parcel One to a set IRON PIN, as shown and described on said map, also being the Northeast corner of Parcel Four as shown on said map; thence $S86^{\circ}26'53''W$ (labeled $N86^{\circ}26'53''E$), 175.78 feet along the southerly boundary of said Parcel One and the northerly boundary of said Parcel Four, passing a set IRON PIN, 34.36 feet at the westerly Right-of-Way of said Cox Mill Road as shown and described on said map, to a set IRON PIN as shown and described on said map along the easterly boundary of said Parcel One, also being the Northwest corner of said Parcel Four; thence $S03^{\circ}35'20''E$ (labeled $N03^{\circ}35'20''W$), 264.51 feet along said easterly boundary of said Parcel One and the westerly boundary of said Parcel Four and the westerly boundary of Parcel Three as shown on said map, to a set IRON PIN as shown and described on said map, being the Southeast corner of said Parcel One and the Southwest corner of said Parcel Three; thence $S78^{\circ}00'00''W$, 2027.01 feet along the southerly boundary of said Parcel One, passing a set IRON PIN, 1626.98 feet along said southerly boundary line as shown and described on said map, to a set IRON PIN as shown and described on said map, along the centerline of CLARKE CREEK as described on NOTES #3 on said map, also being the Southwest corner of said Parcel One; thence along the centerline of said CLARKE CREEK as shown and described on said map the following fifteen (15) calls: (1) $N05^{\circ}19'20''E$, 56.69 feet to a set IRON PIN as shown and described on said map; (2) $N54^{\circ}41'10''E$, 193.11 feet to a set IRON PIN as shown and described on said map; (3) $N38^{\circ}06'21''W$, 71.02 feet to a set IRON PIN as shown and described on said map; (4) $N18^{\circ}21'41''W$, 99.93 feet to a set IRON PIN as shown and described on said map; (5) $N85^{\circ}22'47''E$, 107.86 feet to a set IRON PIN as shown and described on said map; (6) $N23^{\circ}05'38''E$, 102.15 feet to a set IRON PIN as shown and described on said map; (7) $N34^{\circ}35'39''E$, 44.20 feet to a set IRON PIN as shown and described on said map; (8) $N20^{\circ}46'06''W$, 90.75 feet to a set IRON PIN as shown and described on said map; (9) $S68^{\circ}01'27''W$, 30.32 feet to a set IRON PIN as shown and described on said map; (10) $N43^{\circ}23'59''W$, 69.75 feet to a set IRON PIN as shown and described on said map; (11) $N69^{\circ}03'29''W$, 95.64 feet to a set IRON PIN as shown and described on said map; (12) $N85^{\circ}53'04''W$, 101.30 feet to a set IRON PIN as shown and described on said map; (13) $N51^{\circ}01'20''W$, 98.79 feet to a set IRON PIN as shown and described on said map; (14) $N54^{\circ}39'43''E$, 93.42 feet to a set IRON PIN as shown and described on said map; (15) $N43^{\circ}11'50''W$, 243.97 feet to a set IRON PIN as shown and described on said map, also being the Northwest corner of said Parcel One; thence $S86^{\circ}54'41''E$, 1056.43 along the northerly boundary line of said Parcel One to an EXISTING IRON PIPE as

shown and described by NOTES #2 on said map; thence S86°55'52"E (labeled N86°55'52"W), 1297.03 feet, passing a set IRON PIN, 1253.97 feet along the westerly Right-of-Way of said Cox Mill Road, as shown and described on said map to said RAILROAD SPIKE at the Northeast corner of said Parcel One, being the POINT OF BEGINNING and containing 1,185,367 square feet or 27.21 acres, more or less, as shown on said map.

Together with Parcel Two:

1.00 Acre Parcel (A portion of Map Book 39, Page 41)
(Deed Book 14010, Page 249) (PIN: 4680-33-2486; Real ID: 02-001-0017.20)

Lying and being in Township No. Two (2), Cabarrus County, North Carolina and being a 1.00 acres Parcel of land as shown on said Map Book 39, Page 41 (PIN: 4680-33-2486; Real ID: 02-001-0017.20), Cabarrus County Registry, and is more specifically described as follows:

Commence at a RAILROAD SPIKE, being the Northeast corner of said Parcel One as shown on said map and lying within the Right-of-Way of said Cox Mill Road as shown on said map; thence S01°30'00"W, 24.97 feet along the easterly boundary of said Parcel One to a set IRON PIN as shown and described on said map; thence along the centerline labeled as a 20' ACCESS EASEMENT as shown on said map the following seven (7) calls: (1) S86°36'05"W, 144.24 feet to a set IRON PIN as shown and described on said map; (2) N84°51'54"W, 214.04 feet to a set IRON PIN as shown and described on said map; (3) S89°47'24"W, 84.28 feet to a set IRON PIN as shown and described on said map, being the beginning of a curve; (4) thence 126.16 feet westerly, along said curve concave to the Southeast, having a radius of 129.48 feet (chord bearing S61°52'42"W, chord length 121.23 feet) to a set IRON PIN as shown and described on said map; (5) S33°58'00"W, 102.41 feet to a set IRON PIN as shown and described on said map, being the beginning of a curve; (6) thence 60.67 feet westerly, along said curve concave to the Northwest, having a radius of 458.44 feet (chord bearing S44°56'10"W, chord length 60.30 feet) to a set IRON PIN as shown and described on said map, beginning a compound curve; (7) thence 253.06 feet westerly, along said curve concave to the North having a radius of 336.05 feet (chord bearing S81°33'04"W, chord length 247.12 feet) to a set IRON PIN as shown and described on said map along the easterly boundary of Parcel Two, also being the POINT OF BEGINNING; thence S06°56'52"E, 10.00 feet to a set IRON PIN as shown and described on said map, being the Southeast corner of said Parcel Two; thence S83°03'08"E, 217.80 feet to a set IRON PIN as shown and described on said map, being the Southwest corner of said Parcel Two; thence N06°56'52"E, 200.00 feet to a set IRON PIN as shown and described on said map, being the Northwest corner of said Parcel Two; thence N83°03'08"E, 217.80 feet to a set IRON PIN as shown and described on said map, being the Northeast corner of said Parcel Two; thence S06°56'52"E, 190.00 feet to a set IRON PIN as shown and described on said map, to the POINT OF BEGINNING and containing 43,560 square feet or 1.00 acre, more or less, as shown on said map.

Together with Parcel Four:

0.39 Acre Parcel (A portion of Map Book 39, Page 41)
(Deed Book 14010, Page 249) (PIN: 4680-43-2510; Real ID: 02-001-0017.40)

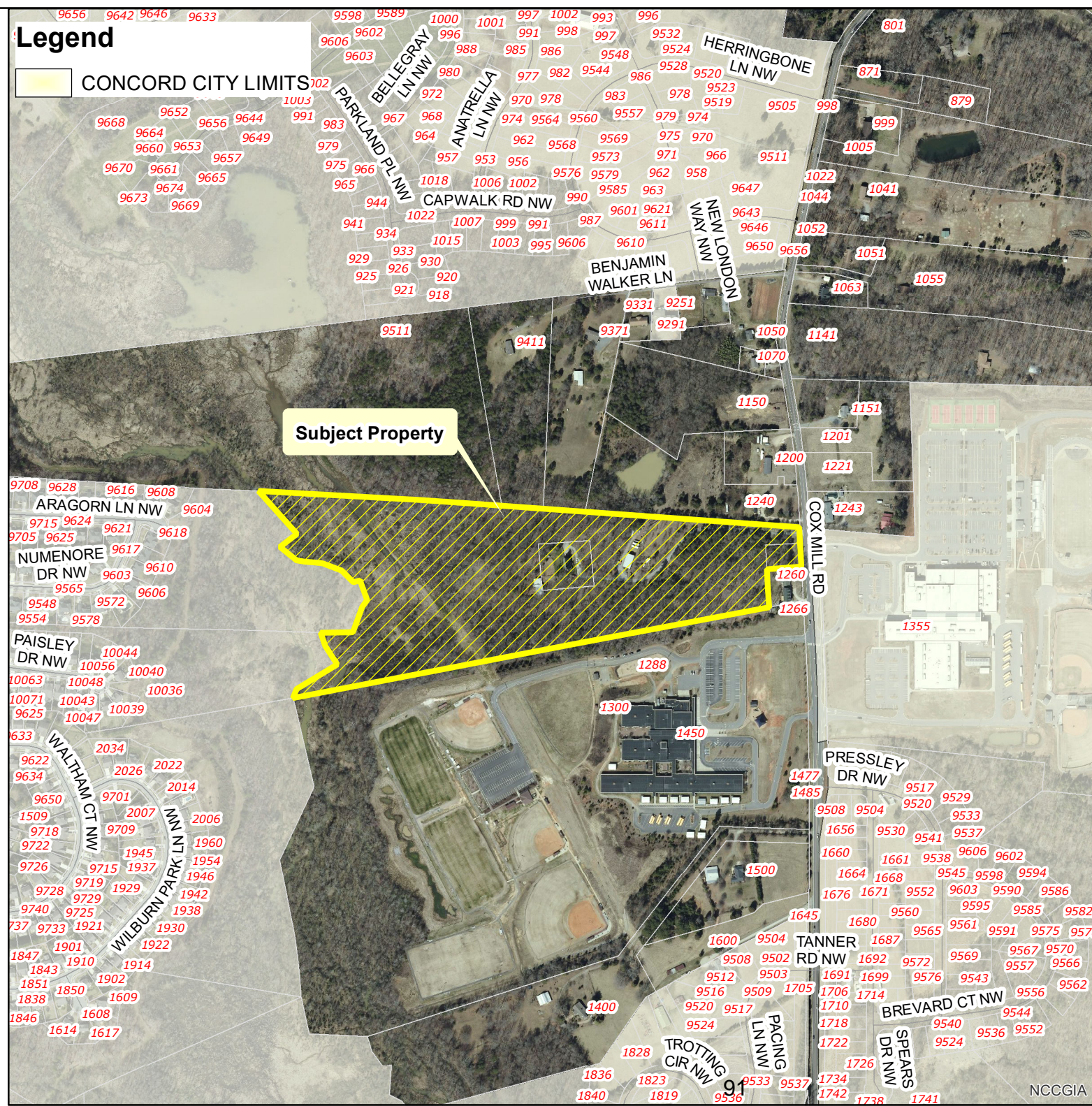
Lying and being in Township No. Two (2), Cabarrus County, North Carolina and being a 0.39 acres Parcel of land as shown on said Map Book 39, Page 41 (PIN: 4680-43-2510; Real ID: 02-001-0017.40), Cabarrus County Registry, and is more specifically described as follows:

Commence at a RAILROAD SPIKE, being the Northeast corner of said Parcel One as shown on said map and lying within the Right-of-Way of said Cox Mill Road as shown and described on said map; thence $S01^{\circ}30'00''W$, 69.89 feet along the easterly boundary of said Parcel One to a set IRON PIN, as shown and described on said map, being the Northeast corner of Parcel Four as shown on said map; also being the POINT OF BEGINNING; thence $S01^{\circ}30'00''W$, 100.39 feet along the easterly boundary of said Parcel Four to a set IRON PIN, as shown and described on said map, being the Southeast corner of said Parcel Four and the Northeast corner of said Parcel Three; thence $S86^{\circ}26'53''W$ (labeled $N86^{\circ}26'53''E$), 166.87 feet along the southerly boundary of said Parcel Four and the northerly boundary of said Parcel Three, passing a set IRON PIN, 25.45 feet at the westerly Right-of-Way of said Cox Mill Road, as shown and described on said map, to a set IRON PIN as shown and described on said map along the easterly boundary of said Parcel One, being the Southwest corner of said Parcel Four; thence $N03^{\circ}35'20''W$, 100.00 feet along the westerly boundary of said Parcel Four and the easterly boundary of said Parcel One to a set IRON PIN, as shown and described on said map along the southerly boundary of said Parcel One, being the Northwest corner of said Parcel Four; thence $N86^{\circ}26'53''E$, 175.78 feet along the northerly boundary of said Parcel Four and the southerly boundary of said Parcel One, passing a set IRON PIN, 141.42 feet at the westerly Right-of-Way of said Cox Mill Road, as shown and described on said map, to a set IRON PIN as shown and described on said map, being the Northeast corner of said Parcel Four, also being the POINT OF BEGINNING and containing 17,132 square feet or 0.39 acres, more or less, as shown on said map..

Parcel One, Parcel Two and Parcel Four contains 1,246,059 square feet or 28.60 acres, more or less, as shown on said map.

Legend

CONCORD CITY LIMITS



Subject Property



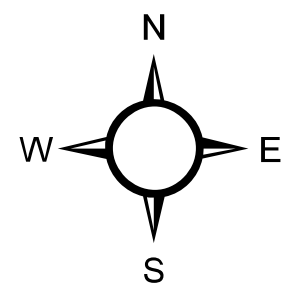
ANX-07-20

City of Concord

1252 and 1260
Cox Mill Rd

PINs:
4680-23-8327,
4680-43-2510, &
4680-33-2486

EXHIBIT B



Source: City of Concord
Planning Department

Disclaimer

These maps and products are designed for general reference only and data contained herein is subject to change. The City Of Concord, it's employees or agents make no warranty of merchantability or fitness for any purpose, expressed or implied, and assume no legal responsibility for the information contained therein. Data used is from multiple sources with various scales and accuracy. Additional research such as field surveys may be necessary to determine actual conditions.

Concord, NC

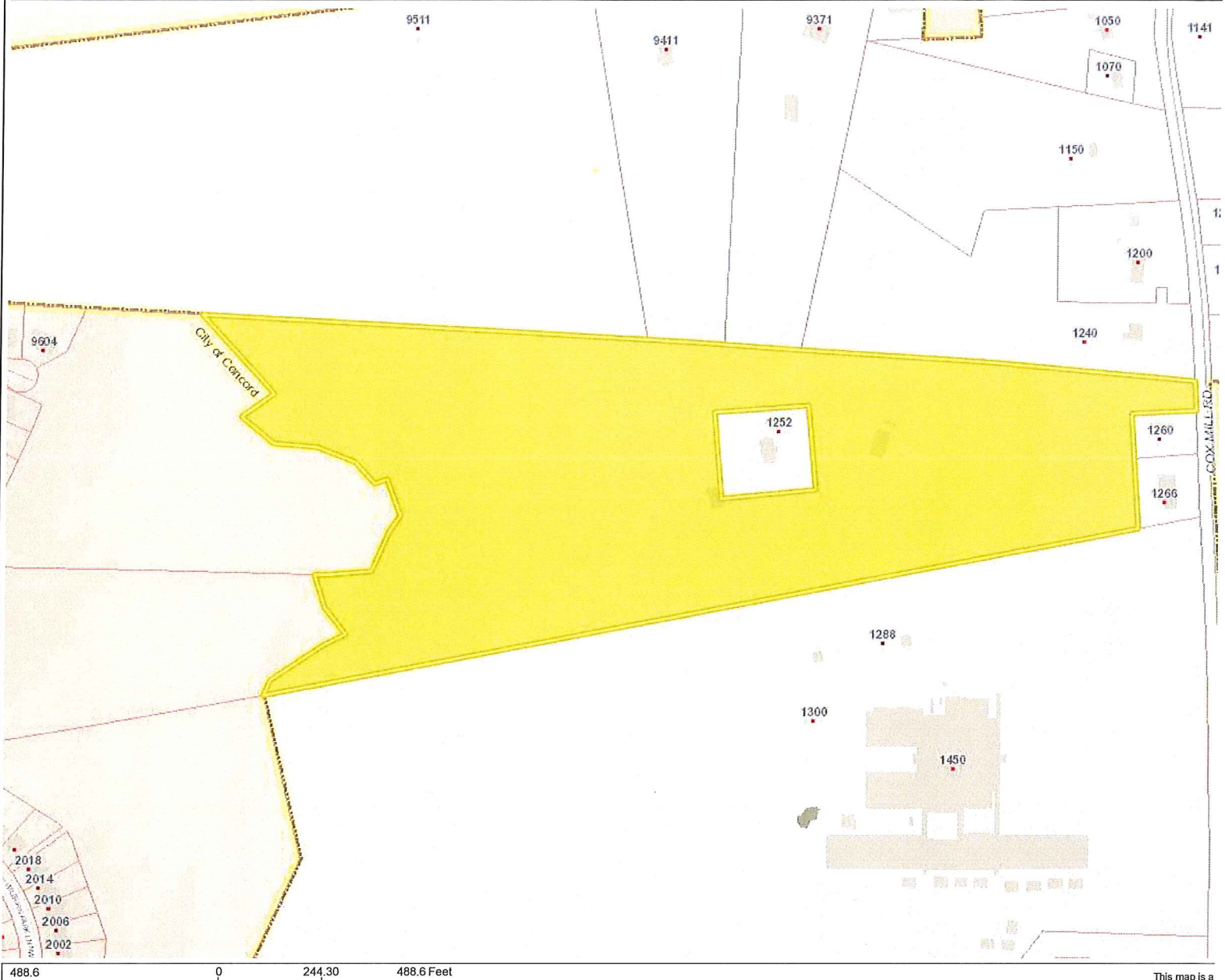
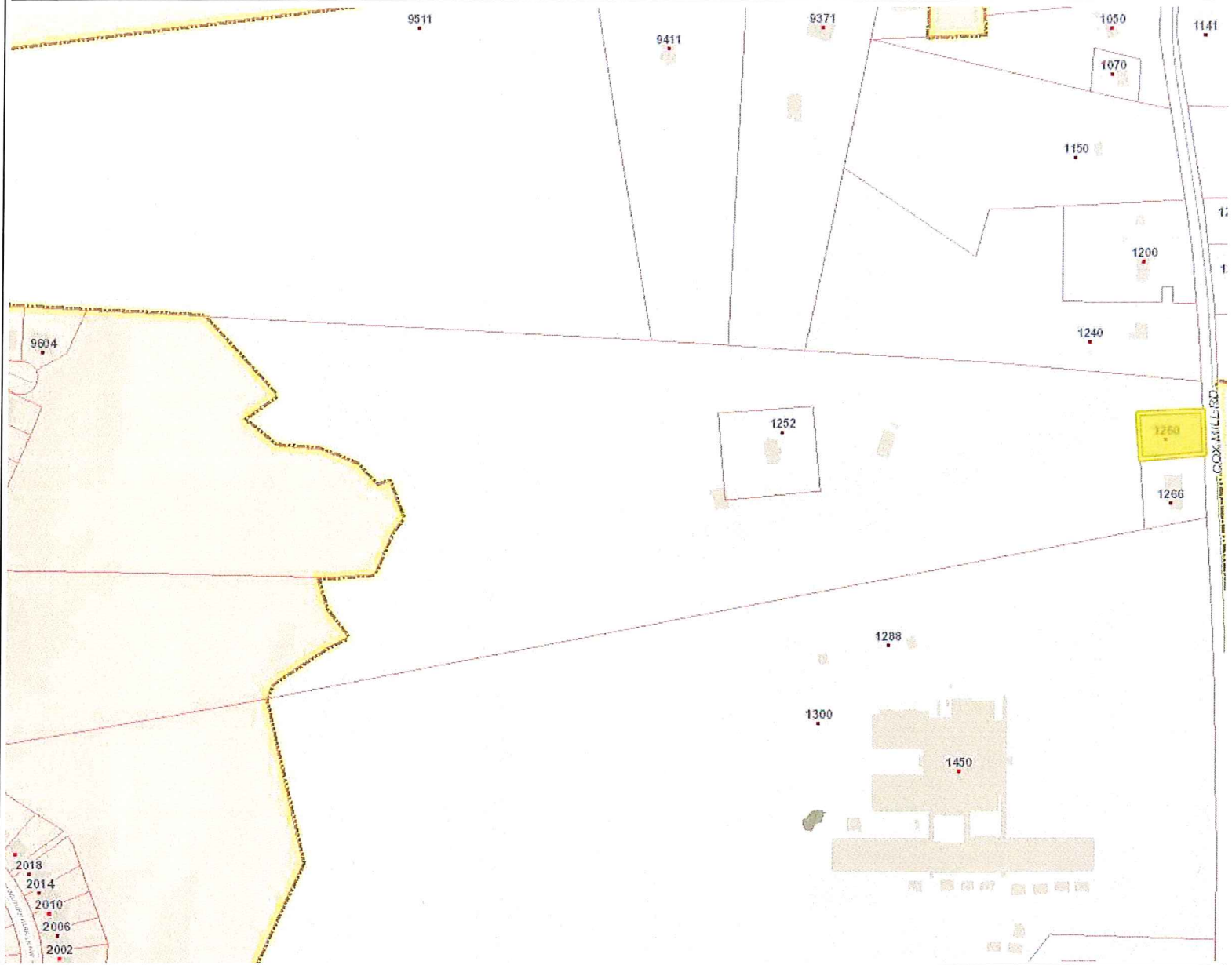


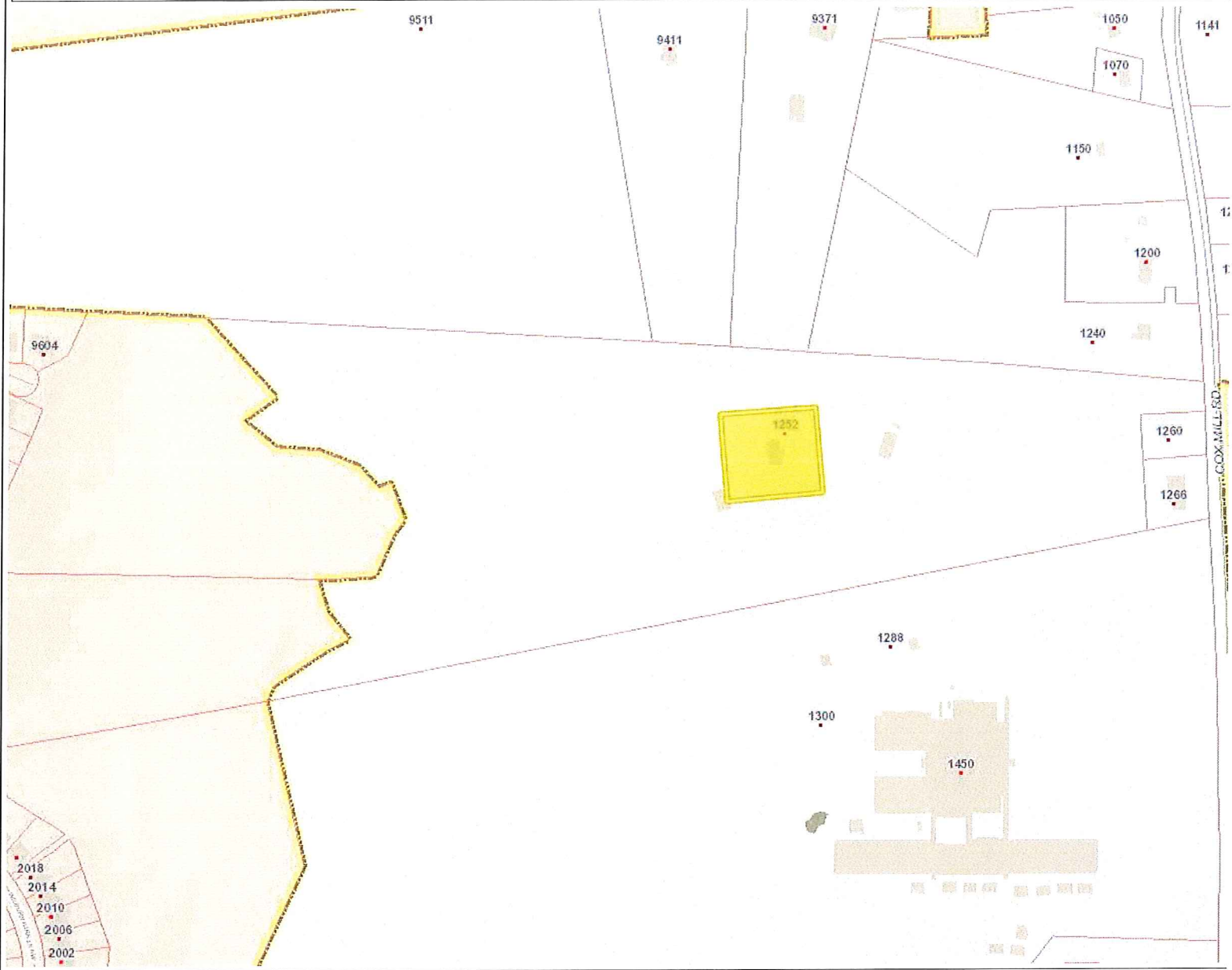
Exhibit C

Concord, NC



This map is a
is for referenc

Concord, NC



488.6 0 244.30 488.6 Feet

This map is a
is for referenc



ALLEN MILLS

**CABARRUS CO.
SOIL AND WATER
CONSERVATION**

**COX MILL
HIGH SCHOOL**

**HIGHLAND
CREEK**

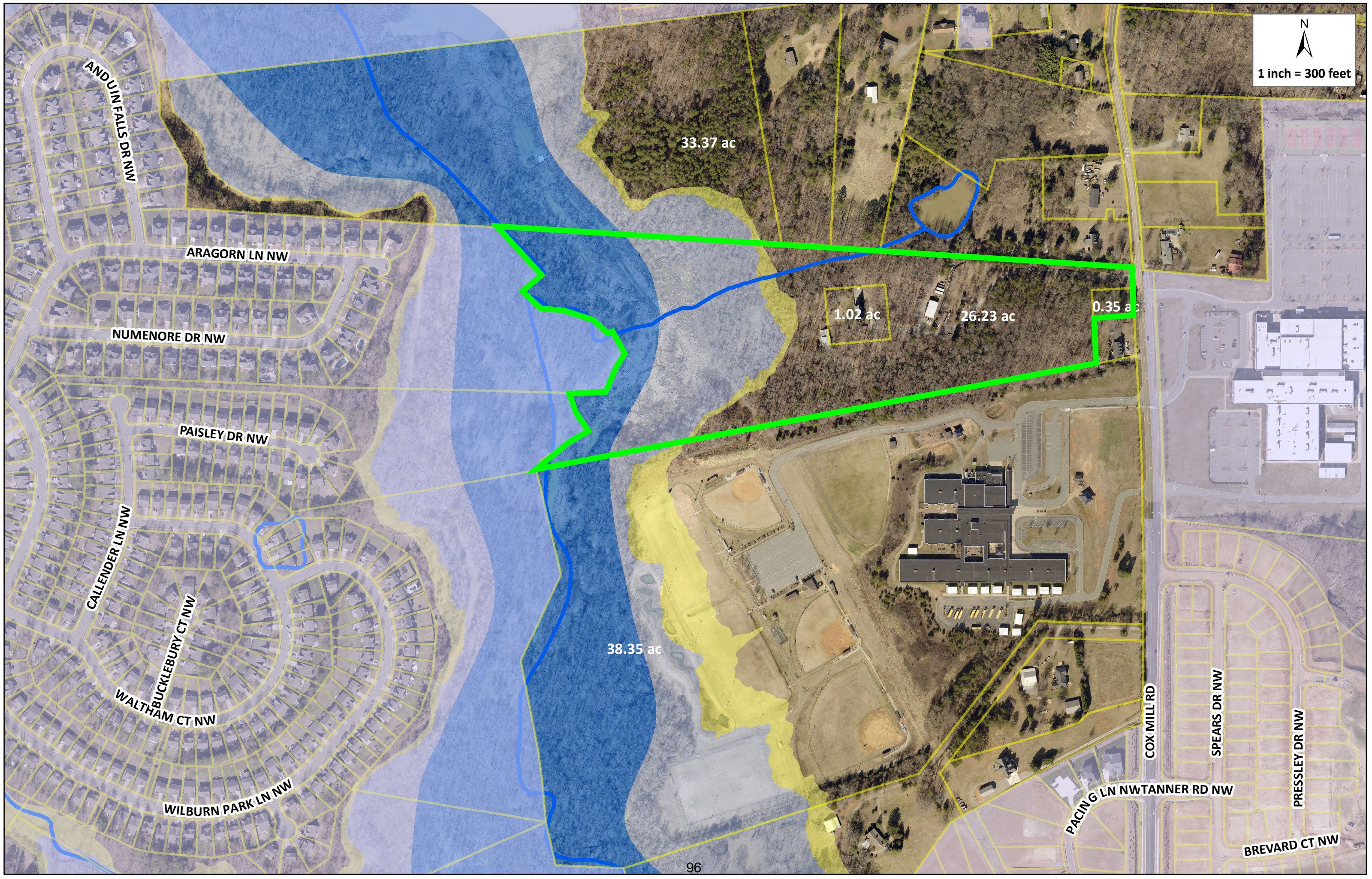
**COX MILL
ELEMENTARY**

**CABARRUS CO.
& ODELL
SPORTS FIELDS**

**EDENTON AT
COX MILLS**

COX MILL ROAD

**GRANARY
OAKS**



ANDUIN FALLS DR NW

ARAGORN LN NW

NUMENORE DR NW

PAISLEY DR NW

CALLENDER LN NW

BUCKLEBURY CT NW

WALTHAM CT NW

WILBURN PARK LN NW

33.37 ac

1.02 ac

26.23 ac

0.35 ac

38.35 ac

COX MILL RD

SPEARS DR NW

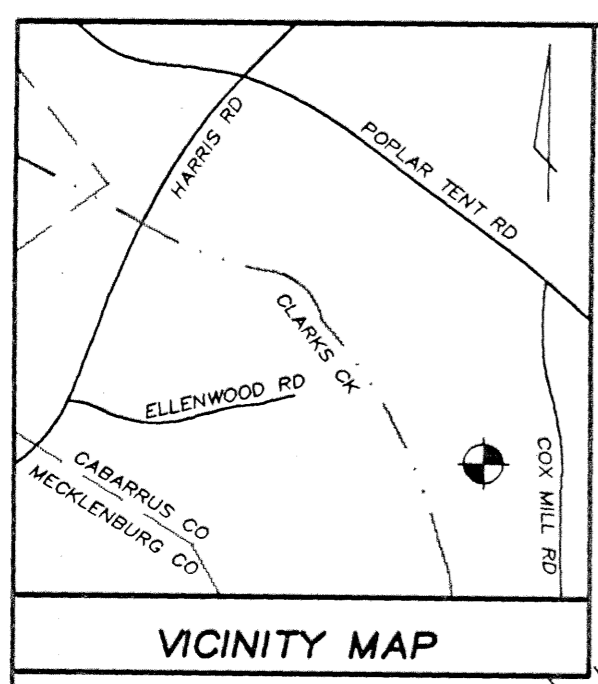
PRESSLEY DR NW

PACING LN NW
TANNER RD NW

BREVARD CT NW

Book 39
Page 41

MAP BOOK 39 PAGE 41

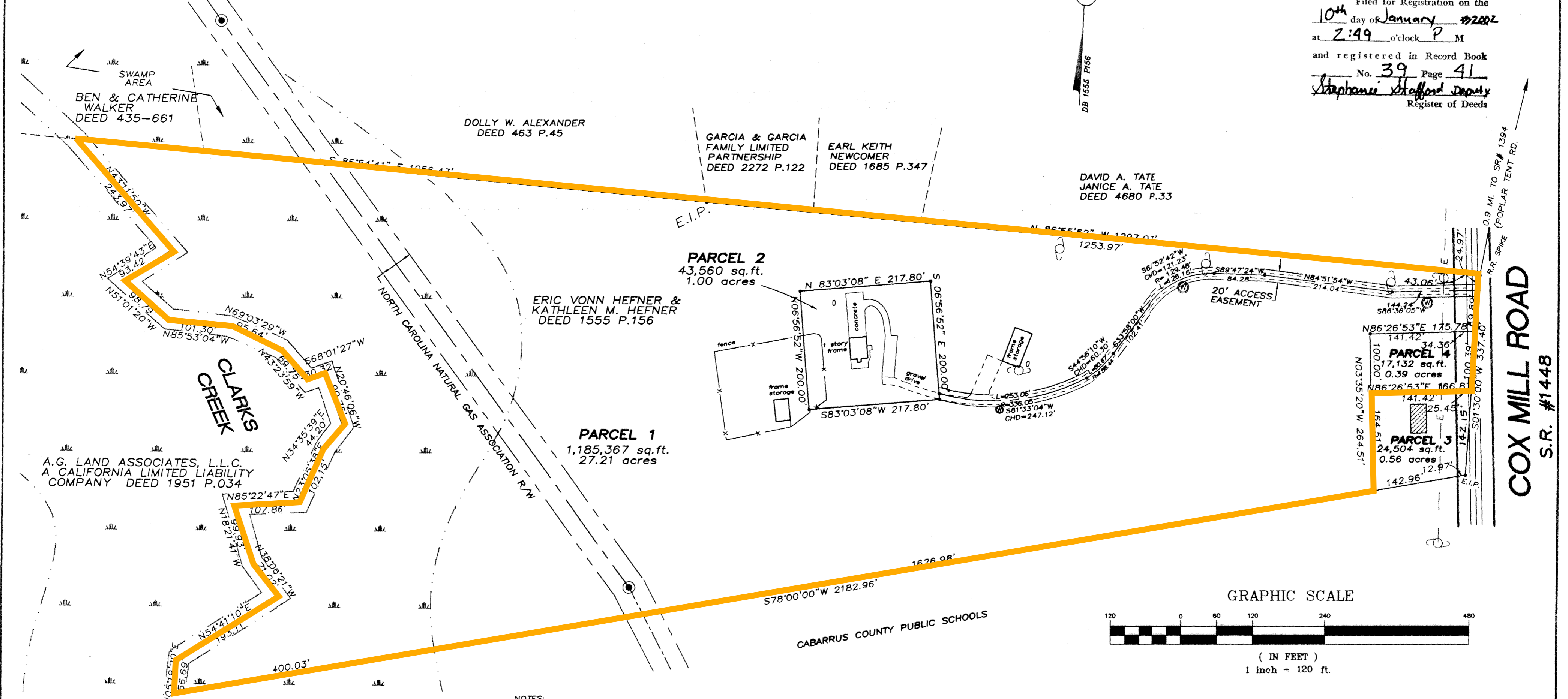


- NOTES:
1. ZONING - MDR MEDIUM DENSITY RESIDENTIAL
 2. IRON PINS SET AT ALL PROPERTY CORNERS, UNLESS OTHERWISE NOTED.
 3. THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF CABARRUS COUNTY WHICH HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
 4. NO NCGS MONUMENT WITHIN 2000'

I, Jonathan Marshall ^{MS}, REVIEW OFFICER OF CABARRUS COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Jonathan Marshall ^{MS}
DATE: REVIEW OFFICER

OFFICE REGISTER OF DEEDS
CABARRUS COUNTY, N. C.
Filed for Registration on the
10th day of January ~~2002~~ 2002
at 2:49 o'clock P M
and registered in Record Book
No. 39 Page 41
Stephanie Stafford Dancy
Register of Deeds



A.G. LAND ASSOCIATES, L.L.C.
A CALIFORNIA LIMITED LIABILITY
COMPANY DEED 1951 P.034

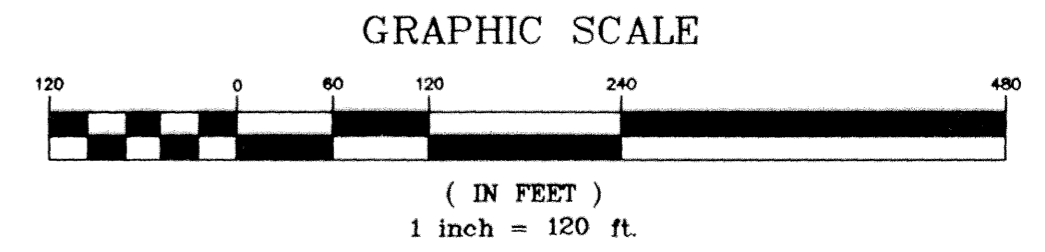
ERIC VONN HEFNER &
KATHLEEN M. HEFNER
DEED 1555 P.156

PARCEL 1
1,185,367 sq. ft.
27.21 acres

PARCEL 2
43,560 sq. ft.
1.00 acres

PARCEL 4
17,132 sq. ft.
0.39 acres

PARCEL J
24,504 sq. ft.
0.56 acres



- NOTE:
1. THIS MAP SUBDIVIDES AN EXISTING PARCEL OF LAND.
 2. OTHER EASEMENTS OR R/W'S MAY EXIST THE LOCATION OF WHICH MAY NOT BE SHOWN.
 3. E.I.P. DENOTES EXISTING IRON PIN.

CERTIFICATION:
I, JACK R. CHRISTIAN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 1555, PAGE 156, OF THE PUBLIC REGISTRY FOR CABARRUS COUNTY); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____ PAGE _____; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 29TH DAY OF JUNE, _____ A.D., 2001.

Jack R. Christian
JACK R. CHRISTIAN, PLS #L-2624

- NOTES:
1. IRON PINS AT ALL PROPERTY CORNERS UNLESS NOTED.
 2. E.I.P. DENOTES EXISTING IRON PIPE.
 3. CENTERLINE OF CLARKE CREEK TAKEN FROM SURVEY BY MCKIM & CREED DATED 1-23-98. NO FIELD LOCATION OF THE CREEK PERFORMED AT THIS TIME DUE TO EXCESSIVE AMOUNTS OF BEAVER DAMS AND BLOCKAGES. THE CENTERLINE OF CREEK IS NON-DISTINGUISHABLE FROM THE SURROUNDING SWAMP.
 4. SUBJECT PROPERTY IS ZONED MDR (MEDIUM DENSITY RESIDENTIAL) THE FOLLOWING SETBACKS APPLY:
30' MINIMUM BUILDING SETBACK
5/20' SIDE SETBACK (NO LESS THAN 5 AND THE TOTAL = 20')
30' REAR SETBACK
40' MAX. BUILDING HEIGHT
 5. GRANT OF EASEMENT TO NORTH CAROLINA NATURAL GAS CORPORATION AS RECORDED IN DEED BOOK 289, PAGE 39 GIVES NO WIDTH. BASED ON PAROLE EVIDENCE OBTAINED FROM THE COMPANY, R.B. PHARR & ASSOCIATES HAS SCALED A 55 FOOT WIDTH ON THE SURVEY TO DENOTE THE EASEMENT. FURTHERMORE, R.B. PHARR & ASSOCIATES HAS ASSUMED THE CENTERLINE OF THE 55' WIDTH TO BE THE LOCATION OF TWO GAS LINE MARKERS WHICH WERE FIELD LOCATED DURING THE SURVEY. R.B. PHARR & ASSOCIATES DOES NOT ASSUME ANY LIABILITY FOR EITHER THE WIDTH OR THE ACTUAL CENTERLINE OF THE EASEMENT.

REVISED 7-26-2001 ADD CERT. NOTES

| | | |
|---------------|------------------------|------------------------|
| DRAWN: JRC | CHECKED BY: TAC | DATE: JUNE 29, 2001 |
| FILE: DC | FILE NAME: COXMILL2 | SCALE: 1"=120' |
| | | FILE: 98-05-39 |

BOUNDARY SURVEY FOR
ERIC VONN HEFNER + KATHLEEN M. HEFNER

CITY OF CONCORD
CABARRUS COUNTY NORTH CAROLINA

JACK R. CHRISTIAN + ASSOCIATES -SURVEYING-
PHONE (704) 332-4763 FAX (704) 376-0127
811 CENTRAL AVE. SUITE #6 CHARLOTTE, NORTH CAROLINA



Existing Dock

CABARRUS COUNTY (SOIL & WATER CONSERVATION)

Example only. Not intended for final development purposes

S4

Proposed Nature Trails

"Natural" Playground

Nature/Activity Center

Splash Pad

25

RECREATION CENTER (40,000 +/- SF)

Cox Mill Loop (Greenway)

100+/-

Tennis and/or Pickleball Courts

B&G

S2

50+/-

Cox Mill Loop (Greenway)

Pump Track

S1

Obstacle/Skills-Themed Playground

Cox Mill Loop (Greenway)

Existing Playground

Existing Open Play Space

EXISTING FIELDS (3 multi-purpose, 3 baseball)

Existing Parking - 120 spaces

COX MILL ELEMENTARY

Existing Playground

Pedestrian Bridge Crossing

Clark's Creek Greenway

COX MILL RD

Legend

CONCORD CITY LIMITS

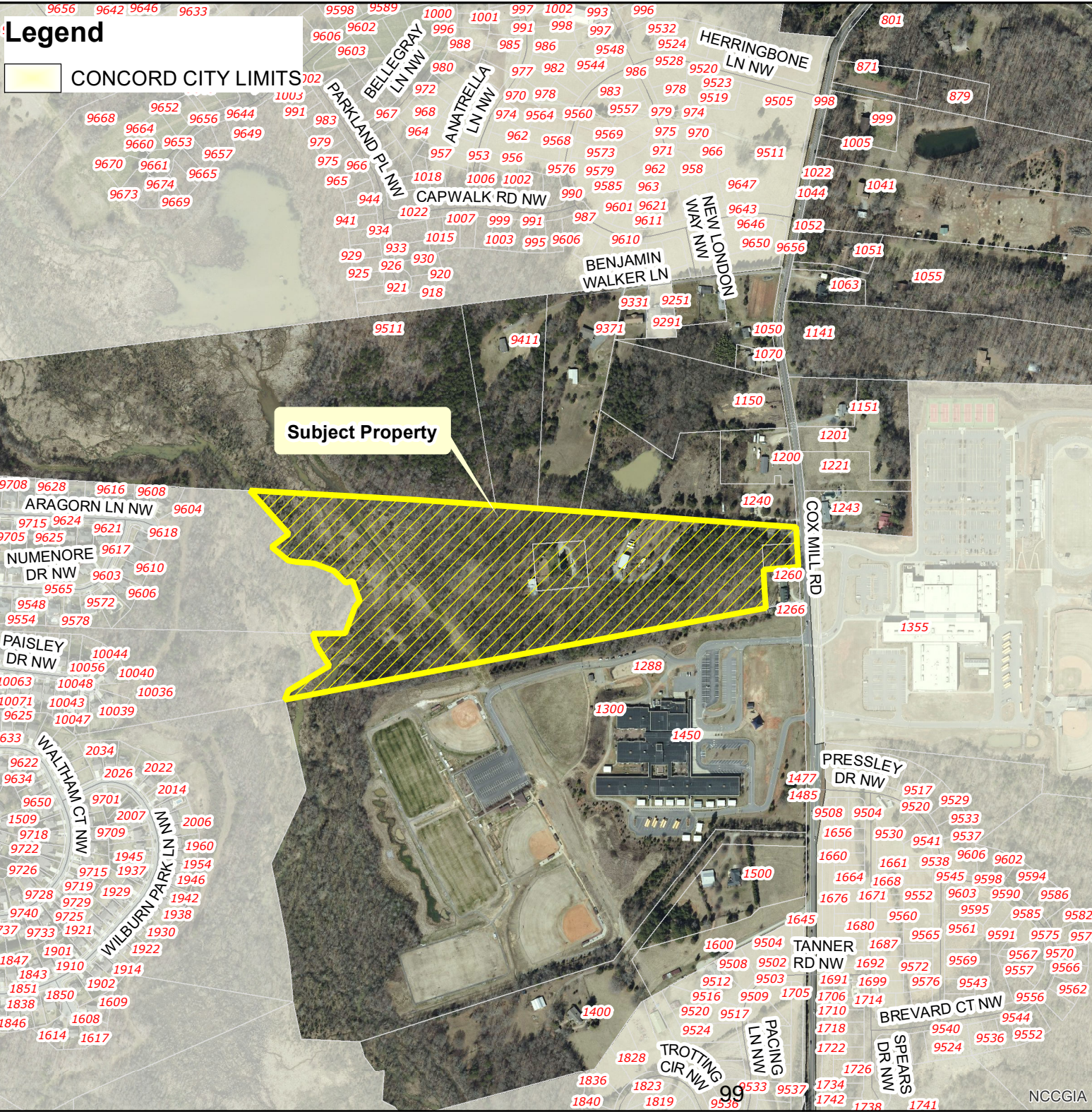


ANX-07-20

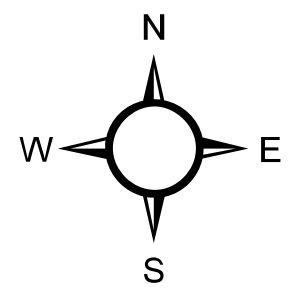
City of Concord

1252 and 1260
Cox Mill Rd

PINs:
4680-23-8327.
4680-43-2410, &
4680-33-2486



Subject Property



Source: City of Concord
Planning Department

Disclaimer

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NCCGIA

NW PARK PROPERTY PROPERTY ANALYSIS & FACTS SHEET

Property Address: 1252 Cox Mill Road

Parcels (3): 4680-23-8327, 4680-33-2486, 4680-43-2510 (Map Attached)

Property Description:

- Total size: +/- 28.6 acres (15.6 outside)
- Floodplain & floodway: +/- 12 acres (43%)
- Floodway only: +/- 5.2 acres (18.5%)
- Currently outside Concord City Limits
- Current buildings on the property: 3-story home (3,302 sf), Shop/storage bldg (1,800 sf) & horse barn (900 sf) - 6002 sf
- Current Zoning: LDR (County)
- Equivalent City Zoning: RE, RL, RM
- 2030 Land Use Plan Designation: Suburban Neighborhood

Adjoining and surrounding Property:

- Clarke Creek Wetland and Rookery to the northeast, 33-acre nature preserve with educational trails and a dock overlooking wetlands. Currently used by Cabarrus County Soil and Water Conservancy for Environmental Education. Access to this property is off of Benjamin Walker Lane (9511 Benjamin Walker Lane), and bus access for student education is difficult.
- Property directly north is mostly large lot single-family residential, rural, and some vacant. Development plans have been presented at the Development Review Committee for this area.
- County property directly south, including Cox Mill Elementary School (1450 Cox Mill Road), and recreation fields operated/managed by the Odell Youth Athletic Association (1300 Cox Mill Road). Total site is 65 acres. The 6 fields (1 baseball, 2 softball, 3 multi-purpose), additional open space used by the school, and trails at the back of the property consists of about 44 acres.
- Cox Mill High School (1355 Cox Mill Road) lies immediately east across Cox Mill Road.
- Clarke Creek provides the western property boundary, and there are several neighborhoods adjacent to or surrounding the site, including Highland Creek, Winding Walk, Christenbury, Granary Oaks (under construction), and Allen Mills (under construction).

Appraisal Information:

- Date of Appraisal: June 14, 2019
- Appraisal price per acre: \$50,000
- Appraised Value: **\$1,400,000** "as is"
- Highest & Best Use per appraisal: Residential

Property comparable information:

| Property Owner | Location | Sale Date | Sale Price / List Price | Size | % FP | Price/acre |
|----------------|----------|-----------|-------------------------|------|------|------------|
|----------------|----------|-----------|-------------------------|------|------|------------|

RECENTLY SOLD PER APPRAISAL

| | | | | | | |
|-------------------------------------|-----------------------------|----------|-------------|------|-----|----------|
| Epcon Poplar Tent LLC | 9000 Poplar Tent Rd. | 06/04/18 | \$3,100,000 | 69.8 | 55% | \$44,413 |
| KBR Bowman LLC (Huntersville) | 14300 Black Farms Rd. | 2/15/18 | \$1,322,000 | 24.9 | 0% | \$53,092 |
| Tarleton Place LLC (Classica Homes) | Cox Mill Rd. (Granary Oaks) | 9/8/17 | \$2,340,000 | 57 | 55% | \$41,053 |
| M/I Homes of Charlotte LLC | Cox Mill Rd. (Edenton) | 6/5/17 | \$3,320,000 | 87.4 | 45% | \$37,986 |

FOR SALE

| | | | | | | |
|------------------------|-----------------------|-----|-------------|-------|-------|-----------|
| Jeffrey Lee Bonds | 9009 Poplar Tent Rd. | N/A | \$3,900,000 | 33.5 | 43% | \$116,418 |
| Patrick & Poni Shannon | 2975 Odell School Rd. | N/A | \$1,875,000 | 41.63 | 11.6% | \$45,040 |
| Ronald Lynn Goodnight | 2929 Odell School Rd. | N/A | \$1,650,000 | 22 | 0% | \$75,000 |
| Rozalyn Abernathy | 2821 Davidson Hwy. | N/A | \$1,450,000 | 21.24 | < 5% | \$68,267 |

Population Data and Information:

- 2018 Population within 1 mile: 4,242
- 2018 Population within 3 miles: 43,726
- 2018 Population within 5 miles: 101,306
- 2023 Projected Population: 5,081 (1 mile)
- 2023 Projected Pop: 50,385 (3 miles)
- 2023 Projected Pop: 115,010 (5 miles)
- Growth rate: 3.68% (1 mile)
- Growth rate: 2.88% (3 miles)
- Growth rate: 2.57% (5 miles)
- Zip Code 28027 growth rate: 2.45%
- Concord growth rate: 2.45%
- Cabarrus County growth rate: 2.0%

Environmental Information:

- Date of ESA, Ph1 Report: 7/12/19
- Minimum Env. Conditions noted by the report, which means : Generally no material risk of harm to public health or the environment, and generally would not be the subject of any enforcement actions.
- One (1) minimal recognized Env. Condition (REC), several storage containers (drums) on the property, which would need to be removed by the owners prior to sale.
- Floodplain, Floodway and potential jurisdictional wetlands noted in the report
- Topography: The property slopes from Cox Mill Road to the back of the property at a gradual 4% slope.

Transportation/Traffic Information:

- Street Frontage: Approximately 170-feet along Cox Mill Road
- Driveway Access: Yes, current driveway on Cox Mill, potential connections to properties east and west, include access to the Elementary School driveway.
- Annual Average Daily Traffic (2018): 7,400

Utility Information:

- Current buildings are on a well and septic system. There are gravity sewer connection options, any of which would require a pump station with a capacity depending on property development. Water is available at Cox Mill Road
- Duke Energy provides for Electric, and Piedmont Natural for Gas

Connectivity:

- The property will provide a direct linkage opportunity to the future Clarke Creek Greenway, which is one of the priority greenway sections for development over the next 5 years according to the Open Space Connectivity Analysis.
- The future Clarke Creek Greenway could provide pedestrian and bicycle connectivity to Highland Creek (less than 1,000 feet), Allen Mills (less than half a mile), Winding Walk (just under 1 mile), Christenbury (4,000 feet), and Granary Oaks (just over 1 mile).
- This property could also include greenway connectivity between Clarke Creek Greenway, and Hector Henry Greenway (Carolina Thread Trail corridor), and to Cox Mill Elementary and High School.

Proposed Amenity Options:

- Amenities that can be developed outside of the floodplain:
 1. Recreation/Community Center
 2. Parking
 3. Multi-Purpose Fields (grass or turf)
 4. Playgrounds
 5. Shelters
 6. Athletic courts (tennis/basketball)
 7. Greenways/trails (asphalt & natural surface)
 8. Splash Pad
 9. Maintenance and storage buildings (Buildings & Grounds and Parks & Recreation)
- Amenities that could be developed within the floodplain with limited grading:
 1. Nature-based playgrounds
 2. Dog Park
 3. Greenways and trails
 4. Shelters (open air)
 5. Disc Golf
- Amenities that could be developed in the floodway (no clearing or significant grading)
 1. Greenways
 2. Nature Trails

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF CONCORD, NORTH CAROLINA TO INCLUDE +/- 28.6 ACRES AT 1252 AND 1260 COX MILL RD, AND AN UNADDRESSED PARCEL ON COX MILL RD, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by Jason Pauling and Lloyd Payne, The City of Concord, on November 10th and 12th, 2020 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 via a virtual multimedia platform, on November 10th and 12th, 2020 after due notice by The Independent Tribune on October 23rd, 2020; 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 12th day of November 2020:

Parcel One:

27.21 Acre Parcel (A portion of Map Book 39, Page 41) (Deed Book 14010, Page 249) (PIN: 4680-23-8327; Real ID: 02-001-0017.10) Lying and being in Township No. Two (2), Cabarrus County, North Carolina and being to the west of Cox Mill Road (SR# 1448) and being a 27.21 acres Parcel of land as shown on a map and survey by Jack R. Christian, R.L.S., dated June 29, 2001, to which map and survey reference is hereby made and a copy of which is found in Map Book 39, Page 41 (PIN: 4680-23-8327; Real ID: 02-001-0017.10), Cabarrus County Registry, and is more specifically described as follows:

Begin at a RAILROAD SPIKE, being the Northeast corner of said Parcel One as shown on said map and lying within the Right-of-Way of said Cox Mill Road as shown on said map; thence S01°30'00"W, 24.97 feet at the easterly boundary of said Parcel One to a set IRON PIN, as shown on said map and described by NOTES #2 on said map; thence S01°30'00"W, 69.89 feet along the easterly boundary of said Parcel One to a set IRON PIN, as shown and described on said map, also being the Northeast corner of Parcel Four as shown on said map; thence S86°26'53"W (labeled N86°26'53"E), 175.78 feet along the southerly boundary of said Parcel One and the northerly boundary of said Parcel Four, passing a set IRON PIN, 34.36 feet at the westerly Right-of-Way of said Cox Mill Road as shown and described on said map, to a set IRON PIN as shown and described on said map along the easterly boundary of said Parcel One, also being the Northwest corner of said Parcel Four; thence S03°35'20"E (labeled N03°35'20"W), 264.51 feet along said easterly boundary of said Parcel One and the westerly boundary of said Parcel Four and the westerly boundary of Parcel Three as shown on said map, to a set IRON PIN as shown and described on said map, being the Southeast corner of said Parcel One and the Southwest corner of said Parcel Three; thence S78°00'00"W, 2027.01 feet along the southerly boundary of said Parcel One, passing a set IRON PIN, 1626.98 feet along said southerly boundary line as shown and described on said map, to a set IRON PIN as shown and described on said map, along the centerline of CLARKE CREEK as described on NOTES #3 on said map, also being the Southwest corner of said Parcel One; thence along the centerline of said CLARKE CREEK as shown and described on said map the following fifteen (15) calls: (1) N05°19'20"E, 56.69 feet to a set IRON PIN as shown and described on said map; (2) N54°41'10"E, 193.11 feet to a set IRON PIN as shown and described on

said map; (3) N38°06'21"W, 71.02 feet to a set IRON PIN as shown and described on said map; (4) N18°21'41"W, 99.93 feet to a set IRON PIN as shown and described on said map; (5) N85°22'47"E, 107.86 feet to a set IRON PIN as shown and described on said map; (6) N23°05'38"E, 102.15 feet to a set IRON PIN as shown and described on said map; (7) N34°35'39"E, 44.20 feet to a set IRON PIN as shown and described on said map; (8) N20°46'06"W, 90.75 feet to a set IRON PIN as shown and described on said map; (9) S68°01'27"W, 30.32 feet to a set IRON PIN as shown and described on said map; (10) N43°23'59"W, 69.75 feet to a set IRON PIN as shown and described on said map; (11) N69°03'29"W, 95.64 feet to a set IRON PIN as shown and described on said map; (12) N85°53'04"W, 101.30 feet to a set IRON PIN as shown and described on said map; (13) N51°01'20"W, 98.79 feet to a set IRON PIN as shown and described on said map; (14) N54°39'43"E, 93.42 feet to a set IRON PIN as shown and described on said map; (15) N43°11'50"W, 243.97 feet to a set IRON PIN as shown and described on said map, also being the Northwest corner of said Parcel One; thence S86°54'41"E, 1056.43 along the northerly boundary line of said Parcel One to an EXISTING IRON PIPE as shown and described by NOTES #2 on said map; thence S86°55'52"E (labeled N86°55'52"W), 1297.03 feet, passing a set IRON PIN, 1253.97 feet along the westerly Right-of-Way of said Cox Mill Road, as shown and described on said map to said RAILROAD SPIKE at the Northeast corner of said Parcel One, being the POINT OF BEGINNING and containing 1,185,367 square feet or 27.21 acres, more or less, as shown on said map.

Together with Parcel Two:

1.00 Acre Parcel (A portion of Map Book 39, Page 41)

(Deed Book 14010, Page 249) (PIN: 4680-33-2486; Real ID: 02-001-0017.20)

Lying and being in Township No. Two (2), Cabarrus County, North Carolina and being a 1.00 acres Parcel of land as shown on said Map Book 39, Page 41 (PIN: 4680-33-2486; Real ID: 02-001-0017.20), Cabarrus County Registry, and is more specifically described as follows:

Commence at a RAILROAD SPIKE, being the Northeast corner of said Parcel One as shown on said map and lying within the Right-of-Way of said Cox Mill Road as shown on said map; thence S01°30'00"W, 24.97 feet along the easterly boundary of said Parcel One to a set IRON PIN as shown and described on said map; thence along the centerline labeled as a 20' ACCESS EASEMENT as shown on said map the following seven (7) calls: (1) S86°36'05"W, 144.24 feet to a set IRON PIN as shown and described on said map; (2) N84°51'54"W, 214.04 feet to a set IRON PIN as shown and described on said map; (3) S89°47'24"W, 84.28 feet to a set IRON PIN as shown and described on said map, being the beginning of a curve; (4) thence 126.16 feet westerly, along said curve concave to the Southeast, having a radius of 129.48 feet (chord bearing S61°52'42"W, chord length 121.23 feet) to a set IRON PIN as shown and described on said map; (5) S33°58'00"W, 102.41 feet to a set IRON PIN as shown and described on said map, being the beginning of a curve; (6) thence 60.67 feet westerly, along said curve concave to the Northwest, having a radius of 458.44 feet (chord bearing S44°56'10"W, chord length 60.30 feet) to a set IRON PIN as shown and described on said map, beginning a compound curve; (7) thence 253.06 feet westerly, along said curve concave to the North having a radius of 336.05 feet (chord bearing S81°33'04"W, chord length 247.12 feet) to a set IRON PIN as shown and described on said map along the easterly boundary of Parcel Two, also being the POINT OF BEGINNING; thence S06°56'52"E, 10.00 feet to a set IRON PIN as shown and described on said map, being the Southeast corner of said Parcel Two; thence S83°03'08"W, 217.80 feet to a set IRON PIN as shown and described on said map, being the Southwest corner of said Parcel Two; thence N06°56'52"W, 200.00 feet to a set IRON PIN as shown and described on said map, being the Northwest corner of said Parcel Two; thence N83°03'08"E, 217.80 feet to a set IRON PIN as shown and described on said map, being the Northeast corner of said Parcel Two; thence S06°56'52"E, 190.00 feet to a set IRON PIN as shown and described on said map, to the POINT OF BEGINNING and containing 43,560 square feet or 1.00 acre, more or less, as shown on said map.

Together with Parcel Four:

0.39 Acre Parcel (A portion of Map Book 39, Page 41)

(Deed Book 14010, Page 249) (PIN: 4680-43-2510; Real ID: 02-001-0017.40)

Lying and being in Township No. Two (2), Cabarrus County, North Carolina and being a 0.39 acres Parcel of land as shown on said Map Book 39, Page 41 (PIN: 4680-43-2510; Real ID: 02-001-0017.40), Cabarrus County Registry, and is more specifically described as follows:

Commence at a RAILROAD SPIKE, being the Northeast corner of said Parcel One as shown on said map and lying within the Right-of-Way of said Cox Mill Road as shown and described on said map; thence S01°30'00"W, 24.97 feet along the easterly boundary of said Parcel One to a set IRON PIN, as shown on said map and described by NOTES #2 on said map; thence S01°30'00"W, 69.89 feet along the easterly boundary of said Parcel One to a set IRON PIN, as shown and described on said map, also being the Northeast corner of Parcel Four as shown on said map; and being the POINT OF BEGINNING; thence S01°30'00"W, 100.39 feet along the easterly boundary of said Parcel Four to a set IRON PIN, as shown and described on said map, being the Southeast corner of said Parcel Four and the Northeast corner of said Parcel Three; thence S86°26'53"W (labeled N86°26'53"E), 166.87 feet along the southerly boundary of said Parcel Four and the northerly boundary of said Parcel Three, passing a set IRON PIN, 25.45 feet at the westerly Right-of-Way of said Cox Mill Road, as shown and described on said map, to a set IRON PIN as shown and described on said map along the easterly boundary of said Parcel One, being the Southwest corner of said Parcel Four; thence N03°35'20"W, 100.00 feet along the westerly boundary of said Parcel Four and the easterly boundary of said Parcel One to a set IRON PIN, as shown and described on said map along the southerly boundary of said Parcel One, being the Northwest corner of said Parcel Four; thence N86°26'53"E, 175.78 feet along the northerly boundary of said Parcel Four and the southerly boundary of said Parcel One, passing a set IRON PIN, 141.42 feet at the westerly Right-of-Way of said Cox Mill Road, as shown and described on said map, to a set IRON PIN as shown and described on said map, being the Northeast corner of said Parcel Four, also being the POINT OF BEGINNING and containing 17,132 square feet or 0.39 acres, more or less, as shown on said map..

Parcel One, Parcel Two and Parcel Four contains 1,246,059 square feet or 28.60 acres, more or less, as shown on said map.

SECTION 2. Upon and after the 12th day of November, 2020 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 12th day of November 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City
Attorney

30 Market St, 26 Union St. S., Barbrick Wrap

Grant Analysis (10 Year)

City Grant

Estimated Assessed Value: \$50,000,000

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|----------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------------|-----------------|
| Total Assessed Value | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 |
| City taxes at .48 | \$ 240,000.00 | \$ 240,000.00 | \$ 240,000.00 | \$ 240,000.00 | \$ 240,000.00 | \$ 240,000.00 | \$ 240,000.00 | \$ 240,000.00 | \$ 240,000.00 | \$ 240,000.00 |
| Grant @ Tier % | \$ 204,000.00 | \$ 204,000.00 | \$ 204,000.00 | \$ 204,000.00 | \$ 204,000.00 | \$ 180,000.00 | \$ 156,000.00 | \$ 132,000.00 | \$ 120,000.00 | \$ 120,000.00 |
| Net Taxes to City | \$ 36,000.00 | \$ 36,000.00 | \$ 36,000.00 | \$ 36,000.00 | \$ 36,000.00 | \$ 60,000.00 | \$ 84,000.00 | \$ 108,000.00 | \$ 120,000.00 | \$ 120,000.00 |
| | | | | | | | | | 10 Year Taxes | \$ 2,400,000.00 |
| | | | | | | | | | 10 Year Grant | \$ 1,728,000.00 |
| | | | | | | | | | 10 Year Net Revenue | \$ 672,000.00 |

County Grant

Estimated Assessed Value: \$50,000,000

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|----------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------------|-----------------|
| Total Assessed Value | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 |
| County taxes at .74 | \$ 370,000.00 | \$ 370,000.00 | \$ 370,000.00 | \$ 370,000.00 | \$ 370,000.00 | \$ 370,000.00 | \$ 370,000.00 | \$ 370,000.00 | \$ 370,000.00 | \$ 370,000.00 |
| Grant @ Tier % | \$ 314,500.00 | \$ 314,500.00 | \$ 314,500.00 | \$ 314,500.00 | \$ 314,500.00 | \$ 277,500.00 | \$ 240,500.00 | \$ 203,500.00 | \$ 185,000.00 | \$ 185,000.00 |
| Net Taxes to County | \$ 55,500.00 | \$ 55,500.00 | \$ 55,500.00 | \$ 55,500.00 | \$ 55,500.00 | \$ 92,500.00 | \$ 129,500.00 | \$ 166,500.00 | \$ 185,000.00 | \$ 185,000.00 |
| | | | | | | | | | 10 Year Taxes | \$ 3,700,000.00 |
| | | | | | | | | | 10 Year Grant | \$ 2,664,000.00 |
| | | | | | | | | | 10 Year Net Revenue | \$ 1,036,000.00 |

MSD Grant

Estimated Assessed Value: \$50,000,000

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|----------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------------|-----------------|
| Total Assessed Value | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 | \$50,000,000.00 |
| MSD taxes at .23 | \$ 115,000.00 | \$ 115,000.00 | \$ 115,000.00 | \$ 115,000.00 | \$ 115,000.00 | \$ 115,000.00 | \$ 115,000.00 | \$ 115,000.00 | \$ 115,000.00 | \$ 115,000.00 |
| Grant @ Tier % | \$ 97,750.00 | \$ 97,750.00 | \$ 97,750.00 | \$ 97,750.00 | \$ 97,750.00 | \$ 86,250.00 | \$ 74,750.00 | \$ 63,250.00 | \$ 57,500.00 | \$ 57,500.00 |
| Net Taxes to MSD | \$ 17,250.00 | \$ 17,250.00 | \$ 17,250.00 | \$ 17,250.00 | \$ 17,250.00 | \$ 28,750.00 | \$ 40,250.00 | \$ 51,750.00 | \$ 57,500.00 | \$ 57,500.00 |
| | | | | | | | | | 10 Year Taxes | \$ 1,150,000.00 |
| | | | | | | | | | 10 Year Grant | \$ 828,000.00 |
| | | | | | | | | | 10 Year Net Revenue | \$ 322,000.00 |

| | |
|-------------------------------------|-----------------|
| 10 Year City/County/MSD Taxes | \$ 7,250,000.00 |
| 10 Year City/County/MSD Grant | \$ 5,220,000.00 |
| 10 Year City/County/MSD Net Revenue | \$ 2,030,000.00 |

CITY OF CONCORD
COUNTY OF CABARRUS
NORTH CAROLINA

ECONOMIC DEVELOPMENT
AGREEMENT BETWEEN
CITY OF CONCORD AND
CONCORD MASTER VENTURE, LLC

This Agreement is entered into effective as of _____, 2020 (the “Agreement Date”) by and between Concord Master Venture, LLC a Florida limited liability company and/or corporation (“Company”), its successors and/or assigns, and the City of Concord, North Carolina, a North Carolina municipal corporation (“City”), and describes the agreement between the parties relating to an economic development project located at 30 Market St. SW., 26 Union St. S., and 25 Barbrick Ave SW (collectively referred to as “Site”) in Concord, NC to assist the Company with the development and construction of a downtown catalyst project (the “Project”) comprised of the following improvements as more particularly described in the Master Development Agreement dated _____, 2020 (the “MDA”):

1. Approximately 80 parking stalls for personal vehicles.
2. Approximately 294 multifamily residential units, of which 151 units will constitute “Workforce Housing” as defined in the Master Development Agreement.
3. Approximately 15,300 square feet of retail space.

See Exhibit “A” for Development Description & Catalyst Project Schematic Drawings.

This agreement terminates the agreement dated July 10, 2019 entered into by and between the Company and the City.

RECITALS:

WHEREAS, the City is vitally interested in the economic welfare of its citizens and the creation and maintenance of sustainable and well-paying jobs for its citizens in strategically important industries and therefore wishes to provide the necessary conditions to stimulate investment in the local economy and promote business, resulting in the creation of a substantial investment in the City and to encourage economic growth and development opportunities which the City has determined will be made possible pursuant to the Project; and

WHEREAS, the City is vitally interested in the economic welfare of its citizens and the creation and maintenance of a sustainable and vibrant downtown core and therefore wishes to provide the necessary conditions to stimulate investment in the economy of the downtown and to promote business and housing therein, resulting in the creation of a substantial investment in the City; and

WHEREAS, the Company proposes to make an estimated capital investment of \$50,000,000.00 at the Site; and

WHEREAS, the City recognizes that the Project may bring direct and indirect benefits to the City, including development of a new or expanding business, job creation, economic diversification and stimulus, and has offered economic development incentives (the “EDI Grants”) to induce the Company to locate the Project at the Site; and

WHEREAS, to encourage community comment and fulfill the requirements of the General Statutes, the City Council held a public hearing on offering this Agreement to the Company at a regularly scheduled meeting held on October 8, 2020; and

WHEREAS, the City hereby acknowledges that the terms of this Agreement, including specifically the development of the Project and the EDI Grants described in this Agreement, constitute a dispositive inducement to the City to offer this Agreement and similarly the Company hereby acknowledges that its decision to locate the Project at the Site resulted from the City’s offer of local incentives described in this Agreement and that such incentives serve a valid public purpose.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

I. Company Investment

In return for the assistance and consideration being provided by the City under the terms of this Agreement, Company agrees as follows:

A. The Project: Investment, Description and Time Frame

Company will spend an estimated amount of \$50,000,000.00 within five (5) years of the Agreement Date (the “Investment Term”), on capital costs related to the Project. The Project shall be limited to Company’s real property as determined by the Cabarrus County Tax Assessor. The Project shall result in the development and construction of mixed-use structures and a parking garage (the “Facility or Facilities”) at the Site. The Project shall consist of the redevelopment of the Site in accordance with Exhibit A and include the following:

1. Approximately 80 parking stalls for personal vehicles.
2. Approximately 294 multifamily residential units, of which 151 units will constitute “Workforce Housing” as defined in the Master Development Agreement.
3. Approximately 15,300 square feet of retail space.

The Project shall include appurtenances necessary and traditional for business or as provided by law. Company shall comply with all requirements of the City’s planning, development and land use ordinances, as they may from time to time be amended, in developing the Project.

B. Build, Open, and Market

1. Company must build or cause to be built, open and market for sale or lease, the Project within the Investment Term. Failure to build, open and market within the Investment Term shall be a default under this Agreement.
2. From and after the substantial completion of the Facilities, the Company must then continuously market the Facilities as a mixed-use development for residential and commercial tenants for the remainder of the term of this Agreement), or until fully occupied by lessees, or sold, whichever first occurs.
3. During the term of this Agreement, the Company must contract for and use at the Project the following utilities to the extent the same are provided by and are available from the City: potable water and sanitary sewerage treatment.

C. **Request Incentives and Provide Documentation of Investment**

After Company has completed the construction and the equipping of the Project, Company must submit the following documentation to the City's Accountant to begin the EDI Grants:

1. Cabarrus County Tax Assessors listing of tax value for the real property comprising the Project;
2. a written request for incentive payment designating the year for which incentives are requested;
3. proof of payment of taxes due to the City of Concord for each year for which incentives are requested; and

Company must make a separate request for each of the ten contemplated EDI Grant payments and shall update the required documentation annually for each year in which incentives are requested. Company shall promptly provide any and all such additional information evidencing compliance with this Agreement as the City may request. EDI Grant requests shall be based on one Tax Year only and EDI Grant payments shall not be processed or paid more than once per calendar year. In the event more than one payment is requested in a calendar year, the first payment request received shall be processed and paid and the subsequent request shall be processed and paid in the following fiscal year.

II. City Economic Development Incentives

In consideration of the Company's agreement to locate the Project at the Site, the City will provide the EDI Grants as follows:

- A. The City agrees to provide a one-time payment of \$500,000 to the Company for the Company assuming the full responsibility and cost associated with asbestos abatement and demolition of the structures located at 26 Union St. S. The City will make the one-time \$500,000 payment once the Company provides satisfactory

proof to the City that the asbestos abatement and demolition of 26 Union St. S. is complete.

- B. The City agrees to provide EDI Grants to Company for a term of ten (10) years (the “Payment Term”). The ten year Payment Term shall begin upon the Company’s written request for EDI Grant payments (provided that the other requirements of this Agreement are met in all material respects), and shall continue for a total of ten (10) consecutive years. See Exhibit B.
- C. The EDI Grant amount is calculated as follows:

Assessed Valuation of real property improvements associated with the Project for the applicable Tax Year

minus the Assessed Valuation for the Base Year

multiplied by the then applicable total City, Cabarrus County and Municipal Service District *ad valorem* tax rates

multiplied by the [Gradually Declining Percentage] As defined in Exhibit B.
= EDI Grant payment

“Assessed Valuation” or “Assessed Value” means

- a) for real property, the Cabarrus County Tax Assessor’s official valuation of the applicable real property for property taxation purposes excluding any increases in the Land valuation minus the official valuation of the Site as of the Base Year, and

The current ad valorem City tax rate is 0.0048. The current ad valorem Cabarrus County tax rate is 0.0074. The current ad valorem Municipal Service District tax rate 0.0023. The number may vary based on the applicable year in which each Grant payment is calculated and paid.

“Base Year” means 2020 for the purposes of calculating the investment. The official valuation for the Base Year shall be zero for the purposes of the EDI Grant calculation.

“Tax Year” means the calendar year in which ad valorem taxes are assessed on a given parcel of real property.

For example, Tax Year 2015 is Calendar Year (CY) 2014.

2014 A capital investment increases in a property’s value

2015 Increase is captured by the Tax Assessor and is reflected in the Assessed Value as of Jan. 2015. Ad valorem taxes are billed in August (2015) of each year and due without penalty by January (2016) of the following year.

- D. Both parties agree that calculation of the incentives is based solely on the valuation of the Company's real property only, as by the Cabarrus County Tax Assessor. The real property valuations made by the County Tax Assessor are deemed by both parties to be the conclusive and final determination of the investments made by the Company; provided, that the Company does not waive any rights it may have to dispute any assessment.
- E. If the Assessed Value of the real property comprising the Project (or any part of it) is disputed by the Company, its agents, employees or lawyers, and as a result of such dispute, the Company withholds any part of payment of its *ad valorem* taxes to the City, Cabarrus County, or the Municipal Service District then the City shall make the EDI Grant payment as calculated only on the undisputed amount of the Assessed Value. Should the value be determined by a tribunal of proper jurisdiction or otherwise resolved, and the Company gives written notice to the City that the dispute of valuation is resolved within the Payment Term, then the City will make the payment on the amount so resolved upon the request of the Company and such documentation of the resolution as the City may require. The Company shall notify the City in writing of any appeal it makes to the Cabarrus County Board of Equalization and Review and/or the N.C. Property Tax Commission. Failure to notify the City of any *ad valorem* tax appeals is a default under this Agreement.
- F. The portion of the City's annual EDI Grant payment calculated based on Cabarrus County and Municipal Service District *ad valorem* taxes is dependent on the City's receipt and access to the *ad valorem* taxes collected for Cabarrus County and the Municipal Service District at the time of payment. If the City does not have access to Cabarrus County or Municipal Service District funds at the time that an EDI Grant payment is due, it may withhold that portion of the payment until the City has access to such funds.
- G. The Company shall produce and the City is entitled to receive such records related to the Company's real property investment in the Facility as the City may reasonably request in the performance of this Agreement.
- H. The City shall pay the first EDI Grant to the Company by the later of (i) May 30 of the Tax Year in which the request was made or (ii) thirty (30) days following the request, provided that (i) the data requested under Section I.C. may be verified by City staff., and (ii) Cabarrus County Tax Assessor has completed any audits of the value of the assessed real property.
- I. Until such time as the Facility is 90% leased, in no case shall the City make any EDI Grant payment(s) for any year and any subsequent year during which the Company ceases to market the Facility. Once the Facility is 90% leased, this section shall have no further force or effect provided Facility remains 90% leased during the EDI Grant ten (10) year payment period.

- J. The Project consists of developing three mixed use structures on three individual parcels. The Company may initiate EDI Grant payments for each individual parcel as the Company completes construction.

III. Reduction and Recapture of Incentives

- A. If Company is not current on all taxes, fees, assessments or other amounts owed to the City by Company related to the Project at the time an EDI Grant is to be paid, the City may set off from any EDI Grant any amount(s) so owed by Company to City.
- B. If for any reason Company fails to invest at least \$1,500,000.00 within three (3) years from the Agreement Date, then the City will have no responsibility to make any EDI Grants pursuant to this Agreement.
- C. Company acknowledges that the EDI Grants shall only be calculated on verified Assessed Valuations resulting from capital investments related to the Project. The Company's actual investment amount may vary from the estimated amount appearing in Section I.A. of this Agreement and may vary from the amount reflected in the Assessed Value.
- D. During the ten-year Payment Term, the EDI Grant payment is calculated on the total change in Assessed Valuations from the value of Base Year. If the Assessed Value increases in any of the nine subsequent years of the Payment Term, the corresponding EDI Grant will increase accordingly.

EXAMPLE: Hypothetical Company agrees to invest \$10,000,000 in year one which is expected to increase the Assessed Valuation on a dollar-for-dollar basis. The Tax Assessor finds the increase in tax value to be only \$9,000,000. The incentive paid by City for year one is \$110,925. [$\$9,000,000 \times (.0048+.0023+.0074) \times 85\%$] In year two, Company invests another \$1,000,000 which does result in a dollar-for-dollar valuation increase for a total Assessed Valuation of \$10 million. The incentive paid by the City for year two is \$123,250. [$\$10,000,000 \times (.0048+.0023+.0074) \times 85\%$]

Similarly, if the Assessed Value decreased in any of the subsequent years of the Payment Term, such reduction in total Assessed Value will be reflected in a decreased EDI Grant payment amount.

- E. The City is not required to make any EDI Grants to Company at any time after any public announcement by Company of its plan to cease marketing the Facility. Once the Facility is 90% leased, this section shall have no further force or effect provided Facility remains 90% leased during the EDI Grant ten (10) year payment period.
- F. The provisions of this Section III survive the termination of this Agreement.

IV. Indemnification and Limitations

Company will indemnify and hold harmless the City, and its officers and employees (the

“Indemnified Parties”), for damages imposed upon them by a court of final determination based on any claims of third parties arising out of any act or omission of the Company in the performance required of it by this Agreement, provided, however, that such indemnification shall not apply to third party claims arising out of or relating to an intentional or negligent act or omission of the City. The City agrees that none of the foregoing shall be construed to release the City from the obligations it has undertaken elsewhere in this Agreement, in connection with the EDI Grants or otherwise. Except as otherwise set forth herein, each Indemnified Party and the Company agrees to pay its own costs incurred in connection herewith, including all costs incurred in connection with the preparation of this Agreement.

COMPANY SHALL NOT BE LIABLE TO THE CITY UNDER ANY CIRCUMSTANCES FOR ANY CLAIMS ARISING OUT OF ANY ACT OR OMISSION OF THE COMPANY IN THE PERFORMANCE REQUIRED OF IT BY THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

V. Disclaimer of Warranties

Company acknowledges that the City has not designed the Facility, that the City has not supplied any plans or specifications with respect thereto and that the City: (a) is not a manufacturer of, or dealer in, any of the component parts of the Facility or similar Facility, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to the Facility or any component part thereof or any property or rights relating thereto or (ii) any action taken or to be taken with respect to the Facility or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, (c) has not at any time had physical possession of the Facility or any component part thereof, and (d) has not made any warranty or other representation, express or implied, that the Facility or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which Company intends therefor, or (iii) is safe in any manner or respect.

The City makes no express or implied warranty or representation of any kind whatsoever with respect to the Facility or any component part thereof, including but not limited to any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any particular purpose, and further including the design or condition thereof, the safety, workmanship, quality, or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Facility’s ability to perform any function; or any other characteristic of the Facility; it being agreed that as between the City and Company, Company is to bear all risks relating to the Facility, the completion thereof or the transactions contemplated hereby and Company hereby waives the benefits of any and all implied warranties and representation of the City.

The provision of this Section V shall survive the Agreement's termination.

VI. Termination of Agreement

This Agreement shall terminate after the City has made the last of the EDI Grant payments required by this Agreement, or in no case later than fifteen (15) years from the Agreement Date. After such termination, this Agreement will be null and void, and the parties to this Agreement will have no further obligations from one to the other thereafter, except as specifically noted in this Agreement.

VII. Assignments

The Company shall not assign this Agreement or any portion thereof without the written consent of the City which will not be unreasonably withheld, nor shall the Company assign any funds due or to become due to it hereunder without the prior written consent of the City; provided, however, the Company shall be permitted without obtaining the City's consent to assign this Agreement or any portion thereof, or any funds due or to become due to it hereunder, to any direct or indirect wholly-owned subsidiary or other related party of the Company or to any company that is the successor by merger, asset purchase or otherwise to all or substantially all of its business, or to any person or entity that acquires the Project (and any such party shall assume all obligations of the Company under this Agreement), provided that City Accountant is notified in writing of such assignment within thirty days. However, in the event of such assignment, the Company will still remain ultimately responsible and liable for the performance of the Company's obligations hereunder. Notwithstanding anything to the contrary set forth herein, transfer of direct or indirect membership interests in Company, or its rights hereunder, shall be permitted without further consent in accordance with the terms of Section 4.31 of the MDA, which is incorporated in this Agreement by reference as if fully set forth herein.

VIII. Representations

The Company represents as of the date of this Agreement as follows:

- A. The Company (i) is a Florida limited liability company duly organized and validly existing under the laws of its state of Florida; (ii) is duly qualified to transact business and is in good standing in North Carolina; (iii) is not in violation of any provision of its organizational documents; (iv) has full power to own its properties and conduct its business; (v) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (vi) by proper action has duly authorized the execution and delivery of this Agreement; and (vii) is not in default under any provision of this Agreement.
- B. The Company's execution and delivery of this Agreement neither conflicts with, nor will result in, a breach or default under its organizational documents; nor, to the best of its knowledge, will its execution and delivery conflict with, or result in, a breach or default under the terms, conditions, or provisions of any statute, order, rule, regulation,

agreement, or instrument to which the Company is a party or by which it is bound; nor will its execution and delivery result in the imposition of any lien on its property.

- C. The Company has duly authorized, executed, and delivered this Agreement, and to the Company's knowledge, this Agreement constitutes its legal, valid, and binding obligations, enforceable in accordance with its terms.
- D. To the Company's knowledge, there is no litigation or proceeding pending or, to its knowledge, threatened against the Company, which would adversely affect the validity of this Agreement.

The City represents as of the date of this Agreement as follows:

- A. To the best of the City's knowledge at the time of execution of this Agreement, no officer or official of the City has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.
- B. With respect to this Agreement, City has complied fully with all requirements of N.C. General Statute 158-7.1, to the City's ability and knowledge.
- C. The City shall make every effort to include the amounts of the grant payments in the City's annual budget ordinance.

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE CITY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN FORCE. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE CITY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE CITY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ARTICLE AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS ARTICLE TAKES PRIORITY.

IX. Miscellaneous

- A. **Definitions.** All terms used in this Agreement and not otherwise defined will have their commonly accepted dictionary meanings.

B. **Governing Law.** The parties intend that the law of the State of North Carolina will govern this Agreement.

C. **Notices.**

- 1) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.
- 2) Any communication under this Agreement shall be sufficiently given and deemed given when delivered by email, by hand, by private delivery service or by US Postal Service, first-class certified mail, postage prepaid, and addressed as follows:

If to Company:

Concord Master Venture, LLC
Attn: Peter Flotz
2420 E. Sunrise Blvd. #90
Fort Lauderdale, Florida 33304
pflotz@imgroup.us

With a required copy to

Melville Law, P.A.
Attn: Drew Melville, Esquire
101 NE 3rd Avenue, Suite 1500
Fort Lauderdale, Florida 33301
drew@melville.law

With copy to
Investor Member

Concord Investor QOF LP
200 West Street
New York, New York 10282
Attention: Urban Investment Group Portfolio
Manager
E-mail; gs-uig-portfolio-manager@gs.com
gs-uig-docs@gs.com

With copy to

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Steven C. Koppel, Esq.
E-mail: skoppel@sidley.com

If to the City:

City Manager
City of Concord
35 Cabarrus Avenue, West

Concord, NC, 28025
P. O. Box 308
Concord, NC 28026-0308
paynel@concordnc.gov

With a required copy to: City Attorney
City of Concord
35 Cabarrus Avenue, West
Concord, NC 28025

P.O. Box 308
Concord, NC 28026-0308
kolczynv@concordnc.gov

Requests for EDI Grants to: City Grant Accountant

With a copy to: Finance Director

Both at: City of Concord
Finance Dept.
35 Cabarrus Avenue, West
Concord, NC, 28025

PO Box 308
Concord, NC 28026-0308

Any addressee may designate additional or different addresses for communications by notice given under this Section to each other.

- D. **Non-Business Days.** If the date for making any payment or performing any act or exercising any right is not a Business Day, such payment must be made or act performed or right exercised on or before the next Business Day. A Business Day shall be any day Monday through Friday excluding any day which is a legal holiday and the United States Post Office is closed for transactions.
- E. **Entire Agreement: Amendments.** This Agreement constitutes the entire contract between the parties. This Agreement may not be changed except in writing signed by all parties.
- F. **Binding Effect.** This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. There are no other agreements or other conditions precedent to the binding nature of the respective obligations of the

City under Sections I and II, other than the performance by Company of its obligations under this Agreement.

- G. **Time.** Time is of the essence in this Agreement and each and all of its provisions.
- H. **Liability of Officers and Agents.** No officer, agent, member or employee of the City or Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.
- I. **Counterparts.** This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.
- J. **Provide W-9 To City.** Company shall provide a completed W-9 form to the City upon execution of this Agreement.
- K. **Dissolution of Company.** If the Company's legal entity is dissolved or suspended and the Company does not notify the City of such dissolution in ten calendar days and/or the entity status is not reinstated in thirty business days, this Agreement, at the sole option of the City, shall be declared null and void or the Company shall execute a new Agreement showing the Company's correct legal entity.
- L. **Notice of Potential Disclosure of Confidential Company Information.** The Company acknowledges that it has been informed by the City that the City is required by North Carolina law to disclose "Public Records" as the term is defined by North Carolina General Statutes § 132-1, upon request. All information disclosed to the City by the Company which is subject to that definition and whose disclosure is not otherwise protected by law will be released by the City upon request as provided by North Carolina General Statutes § 132-6. The City may withhold from disclosure confidential records as defined by North Carolina General Statutes § 132-1.2. The Company acknowledges that it has read and is familiar with the City's obligations of public disclosure of documents and the definitions of confidential documents as contained in Chapter 132 of the North Carolina General Statutes. In order to prevent the disclosure of the confidentiality of information identified by the Company as a trade secret or as "confidential" pursuant to North Carolina General Statute § 132.1.2 the City shall, if it receives a request for disclosure of such information, notify the Company of such request so that the Company may defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a public record. The Company acknowledges that this disclosure of the City's public records requirements is given pursuant to North Carolina General Statutes § 132-1.8(b) and agrees that such disclosure is full and sufficient to the satisfaction of the Company. Both parties agree that this Section will survive the termination of the Agreement.

- M. **Force Majeure.** Any delay in the performance of any of the duties or obligations of either party hereunder (the “Delayed Party”) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trade; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.
- N. **Severability.** If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties’ entire agreement.
- O. **Audit Right.** The City reserves the right to require a certified audit at the City’s expense or may perform the audit through the use of its staff pertaining to the Company’s compliance with the capital investment condition described in this Agreement during normal business hours and upon reasonable prior notice.
- P. **Cure Right.** The City agrees to give company’s (i) investor member, Concord Investor QOF LP (the “Investor Member”) or (ii) lender with first deed of trust on the Catalyst Project a copy of any notice of default sent to Company, provided that City has been notified in writing by certified mail, return receipt requested, of the addresses of such parties. City further agrees that if Company fails to cure any default under this Agreement within the time provided for herein, then prior to City exercising any right to terminate this Agreement on account of such default, Company’s Investor Member and lender, as applicable, shall have an additional sixty (60) days within which to cure such default. If such default cannot be cured within that time, Company’s Investor Member or lender, as applicable, shall have such additional time as may be necessary if within such sixty (60) days, Company’s Investor Member or lender, as applicable, has commenced and is diligently pursuing the remedies necessary to cure such default (including commencement of foreclosure proceedings, if necessary to effect such cure). The City may not exercise any right to terminate this Agreement on account of any such default by Company, whether available under this Agreement, at law or in equity, while such remedies are being so diligently pursued by Company’s Investor Member or lender, as applicable.
- Q. **Effective Date of This Agreement.** The effective date of this Agreement shall be the date that the agreement is executed by all signatories, which shall also be the date set forth on the first page hereof.

(SIGNATURES FOLLOW ON THE NEXT TWO PAGES.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

| | |
|---|---|
| <p>[SEAL]</p> <p>ATTEST:</p> <p>By: _____ Kim Deason, City Clerk</p> | <p>CITY OF CONCORD NORTH CAROLINA</p> <p>By: _____ William C. Dusch, Mayor</p> <p>DATE: _____</p> |
|---|---|

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Pam Hinson, Finance Director
City of Concord, North Carolina
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
VaLerie Kolczynski, City Attorney

| | |
|--|---|
| | Concord Master Venture, LLC BY: _____ TBD DATE: _____ |
|--|---|

STATE OF NORTH CAROLINA,
 COUNTY OF _____.

I, _____, a Notary Public of _____ County, North Carolina, certify that _____, _____ of _____ personally appeared me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal/stamp, this the ____ day of _____, 201__.

Printed Name of Notary: _____

My commission expires: _____

[SEAL]

“Exhibit A”
Development Description & Catalyst Project Schematic Drawings

Developer intends to construct three, mixed-used structures as part of the Catalyst Project. The descriptions and drawings below are intended to be close approximations of Developer’s intent, with the note that final design and permitting is still to come.

Parcel 1, 30 Market Street – Tentatively named Novi Rise, the largest building in the project is located next to the new City Hall. Novi Rise will include approximately one hundred sixty-seven (167) apartments and approximately 3,300 sq. ft. of retail space that will support the city’s goal of bringing more foot traffic to Market Street. These units are slated to include granite counter tops, stainless steel appliances, hardwood floors, high efficiency furnaces with air conditioning, and in-unit washers/dryers. On-site amenities are programmed to include a pool, dog washing station, and secure Amazon package lockers, fitness center. These amenities will be accessible to the tenants at our other two buildings as well. This building will be built above approximately seventy-five (75) parking spaces that will be available to residents.

Parcel 2, 26 Union Street South – As per the agreement above, the Developer will remove the old municipal building to make way for a second mixed-use project downtown, tentatively called Novi Lofts. Novi Lofts will include approximately 84 apartments, approximately eight (8) parking spaces, and approximately 2,500 sq. ft. of ground level retail space. Aside from having access to the amenities offered across the street at the Novi Rise, the units in this building will offer the same high-quality interior finishes as the Rise. In addition to ground level retail space above, Developer will make “best efforts” to include approximately 2,900 sq. ft. of retail space suitable for a rooftop restaurant. The design will also include an outdoor patio and lobby space (approximately 1,700 sq. ft.) to support the tenant. As a result of the retail and commercial real estate pressures related to Covid-19, in this instance, "best efforts" means (a) designing the space to support restaurant use, and (b) securing a lease with a credit tenant by December 31, 2021 for terms that include twenty-five dollars (\$25.00) per square foot in rent for a lease term of at least five (5) years.

Parcel 3, Barbrick Ave, adjacent to the County Parking Deck – The third piece of the Catalyst Project, tentatively named Novi Flats, will book-end Market Street where it meets Barbrick Ave. This building, running alongside the County’s new parking garage, will soften the view on Market Street by providing an aesthetically pleasing structure in front of the County garage. The Novi Flats component includes approximately forty-three (43) units with the same level of finish and amenities as the other two components. In addition, the building will include approximately 4,900 sq. ft. of ground level retail space.

“Exhibit B”

The base value for each property will be considered zero:

- Years 1-5: 85% grant based on the applicable ad valorem taxes due to the City, County and Municipal Service District
- Year 6: 75% grant based on the applicable ad valorem taxes due to the City, County and Municipal Service District
- Year 7: 65% grant based on the ad valorem taxes due to the City, County and Municipal Service District
- Year 8: 55% grant based on the applicable ad valorem taxes due to the City, County and Municipal Service District
- Year 9: 50% grant based on the applicable ad valorem taxes due to the City, County and Municipal Service District
- Year 10: 50% grant based on the applicable ad valorem taxes due to the City, County and Municipal Service District

The County’s grant will be paid to the City to cover the costs of infrastructure related to the project. The City will act as a pass-through agent for the County, paying the calculated incentive to Concord Master Venture for both the City and the County.

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT

COUNTY OF CABARRUS

(City of Concord-Cabarrus County)

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** (this "*Interlocal Agreement*"), made and entered into as of _____, 2020 between the City of Concord, North Carolina, a municipal corporation created and existing under the laws of the State of North Carolina (the "*City*") and the County of Cabarrus, North Carolina (the "*County*"), a political subdivision created and existing under the laws of the State of North Carolina.

RECITALS

1. The City is selling three downtown properties and has determined to undertake revitalization activities in its downtown area, including, among other things, infrastructure improvements, parking improvements, construction of new commercial retail space, workforce housing and other housing and the construction and improvement of other public amenities (collectively, "*Downtown Revitalization Projects*").
2. The City has determined that there are numerous benefits that will come from public investment as part of the downtown revitalization efforts including but not limited to increased tax base growth, improved vitality of central business district, strengthening tourism assets resulting in additional sales tax generation, and job creation.
3. The City has paid and will pay for the Downtown Revitalization Projects through a combination of available funds of the City and financing arrangements.
4. 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.
5. As permitted by the Interlocal Act, the County desires to provide assistance to the City for the funding of the Downtown Revitalization Projects located in the downtown area of the City by remitting to the City varying percentages as listed in Schedule B attached of the incremental *ad valorem* tax revenues collected on the parcels listed in Schedule A hereto (the "*District*") located in the City's downtown area, subject to the limitations, restrictions and conditions set forth in this Interlocal Agreement (the "*County Contribution*").
6. The County will sell and convey fee simple title to the property located at 25 Barbrick Avenue for a total purchase price of \$165,000.00 to the City for economic development purposes.

NOW, THEREFORE, in consideration of the foregoing, the City and the County desire to provide in this Interlocal Agreement for the basis on which the County Contribution will be made, the City and the County do hereby covenant, promise, agree and represent as follows:

TERMS

ARTICLE I GENERAL PROVISIONS

SECTION 1.1 Purpose of the Interlocal Agreement. This Interlocal Agreement is being entered into as a means for the County to provide assistance to the City in funding the Downtown Revitalization Projects by making periodic payments to the City from the County's Incremental Revenues (as defined below) actually received by the County from the District, subject to the restrictions and limitations set forth in this Interlocal Agreement. The County's payment obligations under this Interlocal Agreement are solely contractual in nature and nothing in this Interlocal Agreement shall be construed as a pledge of any of the County's Incremental Revenues or other funds.

The taxing power of the County is not and may not be pledged directly or indirectly to secure any amounts payable by the County under this Interlocal Agreement, and this Interlocal Agreement does not constitute a pledge of the faith and credit of the County.

SECTION 1.2 Duration of the Interlocal Agreement. This Interlocal Agreement shall be effective on the date of this Interlocal Agreement. Incremental Revenue payments to the City will begin upon the completion of each building and after ad valorem taxes are collected. The Interlocal Agreement shall remain in effect until the ten (10) years of payments are complete as outlined in Schedule B or otherwise no later than June 30, 2035.

ARTICLE II INCREMENTAL REVENUES

SECTION 2.1 City Deposit of Incremental Revenues. The City will establish a separate, segregated account in which it will deposit the Incremental Revenues received from the County.

SECTION 2.2 Incremental Revenues. (a) From and after the effective date of this Interlocal Agreement in each year that the County's Tax Assessor shall determine that the current assessed tax value of the property that constitutes the District exceeds the base valuation of the District, the difference shall be the incremental valuation of the District for such year. The base valuation of the District shall be zero. If there is no incremental valuation on any of the parcels included in the District for any particular year, no County Contribution will be payable to the City for such year under this Interlocal Agreement. If an incremental valuation does exist on any of the parcels included in the District for a particular year, then for such year the County will be required to pay a County Contribution to the City in an amount equal to the percentage shown in Schedule B of the ad valorem tax revenues actually collected on the parcels included in the District that is attributable to such incremental valuation (the "*Incremental Revenues*").

The parcels that constitute the District subject to this Interlocal Agreement are listed on Schedule A by tax identification number as of January 1, 2020 together with the base valuation of each parcel as of January 1, 2020 (subject to changes based on property tax appeals). If parcels are subdivided or combined the County Tax Assessor will be responsible for assigning the appropriate base valuations to each resulting parcel for purposes of making the calculations under this Interlocal Agreement. If parcels subject to this Interlocal Agreement are combined with parcels that are not subject to this Interlocal Agreement, the resulting parcel will be subject to this

Interlocal Agreement if the majority (based on acreage) of the combined parcel was previously

subject to this Interlocal Agreement and the current tax value of the parcel that was previously not subject to this Interlocal Agreement will be added to the base valuation of the parcel that was previously subject to this Interlocal Agreement for purposes of the calculations hereunder.

(b) Revenues from *ad valorem* taxation on the District levied and collected by the County shall be applied as follows:

The net proceeds of the following taxes shall be paid to each unit of local government with taxing power related to the District: (i) taxes separately stated and levied solely to service and repay debt secured by a pledge of the faith and credit of the unit; (ii) non-school taxes levied by such unit pursuant to a vote of the people; (iii) taxes levied for a municipal or county service district, if any; and (iv) taxes levied by any taxing unit other than the City or the County.

(ii) The net proceeds of all other *ad valorem* taxes levied and collected by the County related to the District in any year shall be multiplied by a fraction, the numerator of which is the current valuation of the District minus the base valuation of the District as determined in accordance with Section 2.2(a) and the denominator of which is the current valuation of the District. The amount shown as the product of this multiplication, when paid by the taxpayer and after subtracting out the amounts set forth in (i) above, shall be the Incremental Revenues of the County. Commencing with the fiscal year beginning as each building is completed and each fiscal year thereafter for the term of this Interlocal Agreement, the County will transmit the varying percentage shown in Schedule B of the Incremental Revenues to the City following ad valorem tax collection on each parcel.

This Interlocal Agreement is only intended to apply to the ad valorem taxes levied and collected by the County on real property and does not apply to taxes for motor vehicles or other personal property.

ARTICLE III DOWNTOWN REVITALIZATION PROJECTS

SECTION 3.1 Downtown Revitalization Projects. The City and the County acknowledge that the County Contribution is intended to assist the City in the funding of the Downtown Revitalization Projects. The City shall be solely responsible for the funding, the scope, the design or the plan for the Downtown Revitalization Projects.

ARTICLE IV MISCELLANEOUS

SECTION 4.1 Tax Collections. The City and the County acknowledge that the County's Department of Tax Administration is responsible for assessment of all property for purposes of taxation and for collection of taxes imposed by the County and the City with respect to property within the boundaries of the City that is located in the County and serves as the Tax Assessor and the Tax Collector. The County agrees to proceed diligently to collect all taxes due and to provide for the performance of the duties of the Tax Assessor thereunder with respect to the District. The County further agrees to provide the City's Chief Financial Officer with the assessed value of the District not later than June 15 of each year (subject to change based on outstanding property tax appeals). No provision of this Interlocal Agreement shall be construed to require the County to levy taxes at any

particular rate of taxation; and the County shall hereafter be free to increase or decrease the County's respective rates of taxation without regard to this Interlocal Agreement.

SECTION 4.2 Notices. All notices, demands or requests required or permitted to be given pursuant to this Interlocal Agreement shall be given in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postage prepaid, sent to the respective address as follows:

As to the City: City of Concord, North Carolina
 35 Cabarrus Avenue West
 Concord, NC 28025
 Attention: City Manager

As to the County: Cabarrus County, North Carolina
 P.O. Box 707
 Concord, NC 28026
 Attention: County Manager

Any party may, however, at any time, change its address for notification purposes by giving to the other parties a notice in the manner herein provided stating the change and setting forth the new address.

SECTION 4.3 Headings. The headings appearing in this Interlocal Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any article, section or paragraph of this Interlocal Agreement.

SECTION 4.4 Counterparts. This Interlocal Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature of any party to any counterpart may be appended to any other counterpart.

SECTION 4.5 Modification. No change or modification of, or waiver under, this Interlocal Agreement shall be valid unless it is in writing and signed by duly authorized representatives of the City and the County.

SECTION 4.6 Time is of the Essence. Time is of the essence in this Interlocal Agreement.

IN WITNESS, the parties hereto have caused this Interlocal Agreement to be duly executed and delivered as of the day and year first above written.

CITY OF CONCORD, NORTH CAROLINA

By: _____
City Manager

Attest: _____
City Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer
City of Concord, North Carolina

CABARRUS COUNTY, NORTH CAROLINA

By: _____
County Manager

Attest: _____
Clerk to the Board of Commissioners

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. Subject to Board approval of FY 2020 to FY 2035 budgets.

Finance Officer
County of Cabarrus, North Carolina

SCHEDULE A
(District Parcels)

| Parcels | PIN | 2020 Taxable Value |
|--------------------------|-------------------|--------------------|
| 1. 30 Market Street SW | 5620-87-7591-0000 | \$0 |
| 2. 26 Union Street South | 5620-87-9814-0000 | \$0 |
| 3. 25 Barbrick Ave SW | 5620-97-0377-0000 | \$0 |

SCHEDULE B
(Incentive Percentages)

| | |
|---------|-----|
| Year 1 | 85% |
| Year 2 | 85% |
| Year 3 | 85% |
| Year 4 | 85% |
| Year 5 | 85% |
| Year 6 | 75% |
| Year 7 | 65% |
| Year 8 | 55% |
| Year 9 | 50% |
| Year 10 | 50% |



Parking in Cabarrus County Parking Deck

| Provider | Commitment | # of Spaces |
|----------|---|-------------|
| City | <u>5 PM – 8 AM</u> Every Evening & All-Day Saturday & Sunday | 132 |
| County | <u>5 PM – 8 AM</u> Every Evening & All-Day Saturday & Sunday | 168 |
| City | <u>All-Day Monday – Friday</u> Optional Paid Passes | 80 |
| County | <u>All-Day Monday – Friday</u> Optional Paid Passes | 120 |

PARKING GARAGE LEASE AGREEMENT

THIS PARKING GARAGE LEASE AGREEMENT (“Parking Lease”) is made as of the ____ day of September, 2020, by and between the CITY OF CONCORD, NORTH CAROLINA, a public body corporate and politic (the “City”), CABARRUS COUNTY (the “County”), and CONCORD MASTER VENTURE, LLC, a Florida limited liability company (the “Developer”).

RECITALS:

A. Developer was selected by the City through a competitive process to facilitate the development and construction of a multi-parcel, mixed-use redevelopment project to include a mix of parking stalls, residential units and retail space (the “Catalyst Project”);

B. City and County are parties to the CABARRUS COUNTY PARKING DECK INTERLOCAL AGREEMENT dated October 15, 2018 and amended on October xx, 2020 (the “Interlocal Agreement”) which sets forth the City’s and the County’s agreement to share space in the Parking Garage along Barbrick Ave SW, Spring and Corban Streets and with an address of 81 Spring Street, SW, Concord, North Carolina (the “Garage”).

C. Developer and City are parties to that certain AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT dated September 22, 2020 (the “MDA”) which sets forth the plan for Developer’s construction and development of the Catalyst Project as defined in the MDA;

D. The MDA sets forth terms upon which City will lease up to three hundred (300) offsite parking spaces in the evening (based on the Catalyst Project’s need) and up to two hundred (200) offsite parking spaces in the daytime (based on the Catalyst Project’s need) to Developer to serve the residential components of the Catalyst Project (the “Parking Lease Terms”) which Parking Lease terms are incorporated into this Parking Lease.

E. Considerable economic benefit is expected to accrue to City and County from Developer’s construction and leasing of the Catalyst Project, and City and County desire to provide a competitive long-term lease of a portion of the spaces in the Garage for the use and benefit of the Catalyst Project;

F. City and County are agreeable to leasing parking spaces in the Garage to Developer as provided in this Parking Lease beginning with Certificate of Occupancy following construction of the mixed-use building on Parcel 1 as defined in the MDA (the “Commencement Date”).

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained in this Parking Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, County, and Developer agree as follows:

1. Lease of Parking Spaces

During the Term (as defined below) of this Parking Lease, City and County hereby lease to Developer, and Developer hereby leases from City and County, parking spaces in the Garage subject to the following terms and conditions:

a. *Evening/Weekend Spaces.* City and County lease to Developer and its successors and assigns three hundred (300) parking spaces on the second level and above in the Garage for residential users of the Catalyst Project to use for personal vehicular parking. Of the total three hundred allocable parking spaces, one hundred and thirty-two (132) spaces will be leased by the City from the City's allocation of spaces in the Garage per the Interlocal Agreement and one hundred and sixty-eight (168) spaces will be leased directly from the County. For a period of 10 years following the Commencement Date, Developer shall have the non-exclusive right to use such spaces during the hours of 5 PM to 8 AM between Monday and Friday and for 24 hours per day on Saturday and Sunday at no cost. At the end of the tenth year, City, County, and Developer will negotiate the future rate, if any, for evening parking in the Garage at a rate not to exceed the minimum rate charged to Garage users for evening parking. Developer may (in compliance with all applicable zoning requirements) adjust the number of spaces under this section at any time during the Initial Term or any Renewal Term by providing notice to City and County of Developer's intent to adjust the number of spaces under this section. If Developer provides that notice to City and County, then City, County and Developer shall amend this Parking Lease within thirty (30) days of that notice to set the new number of spaces under this section. However, the total number of spaces allotted under this section shall not exceed three hundred for evening/weekend spaces.

b. *Daytime Spaces.* The parties acknowledge that the Garage will be a public facility available to the public on an "open occupancy" basis with no reserved spaces or access gates installed thereto; provided, however, County reserves its right to later designate certain spaces as "Reserved" and to install access gates to the Garage. In the event that County restricts daytime parking in the Garage, the City and County will make the following accommodations to the Developer for daytime parking:

i. Should daytime parking be restricted during years one through ten following the Commencement Date, the City will make available eighty (80) all-day parking passes for Catalyst Project residents at a rate of twenty-five dollars (\$25.00) per pass, per month. The County will similarly provide one hundred and twenty (120) parking passes for Catalyst Project residents at the same rate. Parking passes do not guarantee a reserved parking space.

ii. Should daytime parking be restricted during years 11 through 15 following the Commencement Date, the City will make available 80 all-day parking passes and the County will make available 120 all-day parking passes for residents at a rate of thirty dollars (\$30.00) per pass, per month.

iii. Should daytime parking be restricted during years 16 through 20 following the Commencement Date, the City will make available 80 all-day parking passes and the County will make available 120 all-day parking passes for residents at a rate of twenty-five dollars (\$36.00) per pass, per month.

iv. Should daytime parking be restricted after year 20 following the Commencement Date, the City, County, and the Developer will negotiate the future rate for daytime parking in the Garage for the next ten (10) years at a rate not to exceed the minimum rate charged to Garage users for daytime parking and review every ten (10) years for the remainder of the Initial Term.

If the County restricts daytime parking, residents of the Catalyst Project will not be required to purchase all-day parking passes. Residents without passes may access public parking in the Garage but must follow any hourly limits or fee schedules.

2. Operation and Use

a. County or its designated operator shall operate the Garage with all services and facilities normally associated with comparable public parking areas.

b. County shall allow unimpeded and open access to users and occupiers (“Occupiers”) of the Catalyst Project to and from the Garage at all times, i.e., twenty-four (24) hours per day, seven (7) days per week, including holidays. City and County agree to designate levels 2-6 as generally available for residential parking per Section 1 and will develop a pass and signage system managing the availability.

c. Developer or a duly recognized representative will manage all-day parking pass requests and payments to the County and City on behalf of the Catalyst Project’s residents. Developer or a duly recognized representative will be responsible for distributing all-day parking passes to residents. The County and City will not manage all-day parking pass requests and payments directly with individual residents.

d. Use of the Garage by Developer, Occupiers, and their agents, employees, contractors and guests shall be subject to County policies and procedures and such reasonable rules and regulations as County may adopt from time to time.

e. Except as provided in Section 1 above, County reserves the right to charge parking fees to the public for use of the Garage.

3. Term

The initial term of the Parking Lease (“Initial Term”) shall be for a period of fifty (50) years from the Commencement Date, unless this Parking Lease is sooner terminated as provided for in this Parking Lease. Provided that (i) the Apartments are operated as an apartment or condominium project at the expiration of the Initial Term, (ii) Developer is not in default under this Parking Lease beyond applicable notice and cure periods at the expiration of the Initial Term, (iii) Developer has not given City written notice of its desire to terminate the Initial Term to end at the expiration of the Initial Term at least ninety (90) days prior to the expiration of the Initial Term, and (iv) City and County has not given Developer written notice of its desire to terminate the Initial Term to end at the expiration of the Initial Term at least ninety (90) days prior to the expiration of the Initial Term, then Term of this Parking Lease shall automatically extend for five (5) additional successive extension terms of ten (10) years each (individually referred to in this Parking Lease as a “Renewal Term” and collectively as the “Renewal Terms”). As used in this Parking Lease, “Term” means the Initial Term and any Renewal Terms. Each Renewal Term shall be upon all the terms and conditions set forth in this Parking Lease.

4. Electronic Access, Signage, Cameras, Garage Improvements

The Developer shall not be responsible for any costs associated with the purchase and installation of access and revenue equipment, including any hardware and/or software needed for use of the Garage. Further, the Developer shall not be responsible for any costs associated with the maintenance, repair, upgrade, or replacement of the systems serving the Garage. The County shall provide the periodic utilization report generated by the access and revenue equipment, including those reports generated by any Apartment modules(s) that are mutually selected, purchased, and installed in the Garage if requested by the Developer. Developer may request to upgrade and/or replace certain exterior doors, gates, locks, and/or signage to permit Occupiers access to the Garage and to facilitate ADA access to and from the Apartments as may be required for the lawful operation of the Apartments or to improve security for the Occupiers and to make other nonstructural, cosmetic changes for the purpose of improving the general appearance of the Garage. Prior to making any such improvements, the Developer shall provide County with thirty (30) days prior, written notice of such proposed improvements. County will work cooperatively with the Developer to assure access to and from the Garage by Occupiers and will endeavor to grant the Developer permission to place such items, including monitoring cameras and pre-approved signage (collectively, "Upgrades"), in and around the Garage, all subject to County's prior written approval. County will make best efforts to approve or deny the request within 30 days. However, upon request of County, the Developer must present County with sufficient drawings and/or information, together with any required engineering documentation, to establish that the Upgrades will not damage and/or impair the Garage or the use of the Garage and will not interfere with County's operation of the Garage. Developer shall be solely responsible for all costs, expenses, and responsibility, including any claims of any type or nature that may be made in connection with or resulting from the placement, installation, use, operation, maintenance, repair, removal or the Upgrades, and/or any other matters involving the Upgrades, and Developer agrees to indemnify and hold the County and its parking management company, their employees, agents, and representatives, harmless from any and all such claims relating to the Upgrades, including reasonable attorney's fees. Developer shall also be solely responsible for relocating any Upgrades. Developer further assumes all risks of any type or nature in connection with any Upgrades, including, but not limited to, any damage to, any theft of, or any vandalism of the Upgrades. Upon the expiration and/or termination of this Parking Lease, Developer shall properly and timely remove any Upgrades, including any signs, that it installed or had installed and restore the areas where Upgrades were installed to the condition the areas were in prior to the installation of the Upgrades by Developer. Developer agrees that if Developer fails to remove the Upgrades and properly restore the areas within thirty (30) days of any such expiration or termination of this Parking Lease that County may do so and dispose of the Upgrades as County sees fit and charge the Developer all reasonable costs and expenses of such removal and disposal. Furthermore, all Upgrades, including cameras, and signage are subject to applicable federal, state and local laws, rules, and regulations and Developer shall also obtain at Developer's cost any required approvals and permits.

5. Operation, Maintenance, Repair and Temporary Relocation

a. County will ensure the operation of the Garage in a manner similar to the operation of other publicly-owned and/or controlled parking facilities in the region. County will maintain the Garage in good working condition and repair and will make such repairs, perform such

preventative maintenance, structural repairs or other improvements as the County reasonably deems necessary. In performing maintenance, repairs or replacements, County shall use all commercially reasonable efforts to minimize interference with the use, occupation and enjoyment of the Garage by Developer and Occupiers. If possible, maintenance, repairs and replacements shall be confined to the area actually being so maintained, repaired or replaced. County will use commercially reasonable efforts to make other parking spaces available in the event of temporary closure of the Garage for the purposes of maintenance, repair, or replacement, at no additional cost or expense of the alternate parking spaces to the Developer. Other than in the event of an emergency, the County will confer with Developer prior to any closures of the Garage and will endeavor to accomplish all Garage maintenance, repairs and replacements in a manner that will result in the least inconvenience for the Occupiers. In the event that Developer is denied the use of any of its allotted spaces for a period exceeding three (3) days due to any such maintenance, repairs, replacements or otherwise, and replacement parking in the Garage reasonably satisfactory to Developer is not provided by the County and City, Developer payments with respect to such parking may be abated until use of the affected Spaces is restored. In that event, the County and City will make every effort to provide reasonably satisfactory replacement parking until such maintenance, repairs, or replacements are completed. Otherwise, the Developer will not be entitled to any payments or offsets from the County's monthly, hourly, daily, or parking revenues against the parking charges otherwise due from the Developer to the County under the terms of this Parking Lease. Developer and/or Occupiers shall have no rights in or to any monies paid by anyone to the County, or revenues received from anyone by the County on account of parking in the Garage.

b. County shall maintain interior and exterior illumination sufficient to illuminate the Garage and all means of pedestrian and vehicular access and egress thereto and therefrom, during all twilight and evening hours of operation.

c. County may provide suitable and sufficient signs around the Garage as required for safe and orderly flow of pedestrian and vehicular traffic, including signage directing garage users to appropriate Catalyst Project entrances within the Garage and on any general directories provided by County in the Garage if the County ever chooses to install such signage. Notwithstanding the foregoing, Developer shall be solely responsible for all costs and expenses in connection with or resulting from the placement, installation, use, operation, maintenance, repair, removal, and/or any other matters involving nonstructural and cosmetic changes to the signage and re-marking of the Spaces subject to the County's approval. Any signs pertaining to the Catalyst Project will be subject to County's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

d. The County shall approve the finishing of the wall of the Catalyst Project that will be visible from the interior of the Garage.

6. Damage to the Garage

During the Term of this Parking Lease, in the event of any damage or destruction of all or any portion of the Garage, County shall undertake promptly to repair and/or rebuild the Garage to provide to Developer as promptly as reasonably possible after the date of such damage or destruction the parking contemplated by this Parking Lease. In the event that any or all of the

allotted spaces are unavailable for Developer's use as a result of any such damage or destruction, the County and City will make every effort to identify and provide reasonably satisfactory replacement parking until the Garage is restored and the affected spaces are again available for use by Developer.

7. Default by Developer

a. The failure or refusal by the Developer to perform any of its covenants or obligations hereunder within sixty (60) days after written notice of nonperformance shall constitute a default under this Agreement; however, if such failure to perform cannot reasonably be cured within sixty (60) days, the Developer shall not be in default if it commences within sixty (60) days steps reasonably calculated to cure the nonperformance and in good faith pursues those steps diligently and in good faith to completion (not to exceed ninety (90) days).

b. Upon the occurrence of a Default as set forth in Section 7(a), City and County may immediately terminate this Parking Lease by written notice to the Developer. In addition to this right to terminate this Parking Lease, City and County may also in the event of a Default by Developer under this Parking Lease exercise any and all other rights and remedies available to City and County at law or in equity, including without limitation the recovery of any and all monetary damages that City and County has suffered as a result of such Default.

c. City and County agree to give Developer's (i) investor member, Concord Investor QOF LP (the "Investor Member") or (ii) lender with first deed of trust on the Catalyst Project a copy of any notice of default sent to Developer, provided that City and County has been notified in writing by certified mail, return receipt requested, of the addresses of such parties. City and County further agrees that if Developer fails to cure any default under this Parking Lease within the time provided for in this Parking Lease, then prior to City and County exercising any right to terminate this Parking Lease on account of such default, Developer's Investor Member and lender, as applicable shall have an additional sixty (60) days within which to cure such default. If such default cannot be cured within that time, Developer's Investor Member or lender, as applicable, shall have such additional time as may be necessary if within such sixty (60) days, Developer's Investor Member or lender, as applicable, has commenced and is diligently pursuing the remedies necessary to cure such default (including commencement of foreclosure proceedings, if necessary to effect such cure). The City and County may not exercise any right to terminate this Parking Lease on account of any such default by Developer, whether available under this Parking Lease, at law or in equity, while such remedies are being so diligently pursued by Developer's Investor Member or lender, as applicable.

8. Force Majeure

A delay in, or failure of, performance by any party, shall not constitute a default, nor shall Developer, City or County be held liable for loss or damage, or be in breach of this Parking Lease, if and to the extent that such delay, failure, loss or damage is caused by an occurrence beyond the reasonable control of such party, and its agents, employees, contractors, subcontractors, and consultants, including results from Acts of God or the public enemy, compliance with any order or request of any governmental authority or person authorized to act therefore, acts of declared or undeclared war, public disorders, rebellion, sabotage, revolution, earthquake, floods, riots, strikes,

labor or equipment difficulties, delays in transportation, inability to obtain necessary materials or equipment or permits due to existing or future laws, rules or regulations of governmental authorities or any other causes, whether direct or indirect, and which by the exercise of reasonable diligence said party is unable to prevent. For purposes of this Parking Lease any one delay caused by any such occurrence shall not be deemed to last longer than six (6) months and the party claiming delay caused by any and all such occurrences shall give the other party written notice of the same within thirty (30) days after the date such claiming party learns of or reasonably should have known of such occurrence. Notwithstanding anything else set forth above, after a total of nine (9) months of delays of any type have been claimed by a party as being subject to force majeure, no further delays or claims of any type shall be claimed by such party as being subject to force majeure and/or being an excusable delay.

9. Default by the City or County

In the event of any default, nonperformance, or breach of any of the terms or conditions of this Parking Lease by City or County or both (the “Defaulting Entity”), the Defaulting Entity shall make every effort to identify alternative parking for residents in downtown Concord. In addition to the remedies set forth in the prior sentence, if the Defaulting Entity is in default, nonperformance, or breach of any of the terms or conditions of this Parking Lease, Developer may provide the Defaulting Entity with written notice of the same and the Defaulting Entity shall have sixty (60) days following receipt of such notice from Developer to cure any such default, nonperformance, or breach, provided if such default, nonperformance, or breach cannot be cured within sixty (60) days from the date of receipt of the notice from Developer, the Defaulting Entity shall be deemed to have cured the default as long as the Defaulting Entity undertakes to remedy the same within sixty (60) days following receipt of notice and the Defaulting Entity diligently proceeds to remedy such default, nonperformance, and/or breach.

10. Insurance Requirements

Developer shall maintain the insurance coverage as set forth in Exhibit “B” attached and incorporated into this Parking Lease and provide the proof of such insurance coverage as called for in Exhibit “B”, including workers’ compensation coverage if Developer hires any employees. If Exhibit “B” coverage exceeds reasonable insurance requirements for a parking deck, serving the intended purposes, then City, County, and Developer will agree on acceptable coverage. Such insurance coverage shall be obtained at the Developer’s sole expense and maintained during the Term of this Parking Lease and shall be effective prior to the beginning of any performance by the Developer or others under this Parking Lease. All insurance companies providing the coverages required hereunder must be lawfully authorized to do business in North Carolina and be acceptable to City’s and the County’s risk manager, in its reasonable discretion. Certificates evidencing required insurance shall be delivered to the City and the County prior to the Commencement Date (as defined in Section 18 of this Parking Lease) or opening date of the garage, whichever is later and upon renewal of the applicable policies. Notice of cancellation or reduction or elimination of coverage shall be provided to additional insureds in accordance with the terms of the applicable policy.

11. Indemnity

a. *City and County Indemnity.* To the extent permitted by law, City and County hereby assumes liability for, and shall indemnify, protect, defend, save and keep harmless Developer, its leasehold mortgagees, and their respective affiliates, officers, directors, employees, agents, contractors, subcontractors, licensees and invitees (individually a “Developer Indemnitee” and collectively, “Developer Indemnites”) from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees actually incurred), whenever they may be suffered or incurred by, imposed on or asserted against a Developer Indemnitee, as applicable (collectively, “Developer Claims”), arising out of or resulting from: (i) any default, breach, violation, or nonperformance by City or County under this Parking Lease (including breach of any representation, warranty or covenant of City or County contained herein); or (ii) any negligent act or omission of City or County, including, without limitation, injury to or death of any person or damage to property arising out of any work, construction, reconstruction, restoration, maintenance, repair or other work to be done hereunder by City or County, except in all cases to the extent such Developer Claims are caused by the negligent act or omission or willful misconduct of Developer or Developer Indemnites. The provisions of this Section 12(a) shall survive the expiration or earlier termination of this Parking Lease.

b. *Developer Indemnity.* Developer hereby assumes liability for, and shall indemnify, protect, defend, save and keep harmless City and County, including council members, commissioners, officers, employees, agents, contractors, subcontractors, successors, assigns, licensees, mortgagees of City or County and invitees (individually a “Public Indemnitee” and collectively, “Public Indemnites”) from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees actually incurred), whenever they may be suffered or incurred by, imposed on or asserted against a Public Indemnitee, as applicable (collectively, “Public Claims”), arising out of or resulting from: (i) any default, breach, violation, or nonperformance by Developer under this Parking Lease (including breach of any representation, warranty or covenant of Developer contained herein); or (ii) any negligent act or omission of Developer, including, without limitation, injury to or death of any person or damage to property arising out of any work construction, reconstruction, restoration, maintenance, repair or other work to be done hereunder by Developer, except in all cases to the extent such Public Claims are caused by the negligent act or omission or willful misconduct of City or County or Public Indemnites. The provisions of this Section 12(b) shall survive the expiration of earlier termination of this Parking Lease.

12. Title to Property; Memorandum

a. County covenants that it has full right to enter into this Parking Lease as of the date hereof and the Interlocal Agreement gives the City rights to lease spaces in the Garage and does not prevent County from performing its obligations hereunder.

b. Upon Developer’s request, City and County will execute and deliver to Developer an original memorandum of this Parking Lease in form reasonably satisfactory to City, County, and Developer, and Developer may record the memorandum in the land records of the County of Cabarrus, North Carolina. Developer will pay all recording taxes or fees required in connection with recording such memorandum.

Concord, NC 28026
Attn: Michael Downs

With a copy to: County Attorney
Cabarrus County
PO Box 707
Concord, NC 28026
Attn: Richard Koch

If to Developer Concord Master Venture, LLC
2420 East Sunrise Boulevard, #90
Fort Lauderdale, Florida 33304
Attn: Peter Flotz

With copy to Investor Member Concord Investor QOF LP
200 West Street
New York, New York 10282
Attention: Urban Investment Group Portfolio Manager
E-mail; gs-uig-portfolio-manager@gs.com
gs-uig-docs@gs.com

With copy to Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Steven C. Koppel, Esq.
E-mail: skoppel@sidley.com

Any communication so addressed shall be deemed duly served when received or when mailed by certified mail, postage prepaid, return receipt requested.

16. MDA

This Parking Lease is expressly conditioned on the execution, delivery and performance of the MDA by the Developer which terms are incorporated herein by reference; provided that after the Commencement Date, this Lease shall not be terminated or voided by City for any default by Developer under the MDA.

17. Dispute Resolution.

Disputes arising under this Parking Lease shall be mediated. Disputes resulting in unsuccessful mediations shall be determined in the state courts of North Carolina with its venue in Cabarrus County.

18. Iran Divestment Act Certification

Developer certifies that, if it submitted a successful bid for this Parking Lease, then as of the date it submitted the bid, Developer was not identified on the Iran List. If it did not submit a bid for this Parking Lease, Developer certifies that as of the date that this Parking Lease is entered into, Developer is not identified on the Iran List. It is a material breach of this Parking Lease for Developer to be identified on the Iran List during the term of this Parking Lease or to utilize on this Parking Lease any contractor or subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section – “Iran List” means the Final Divestment List – Iran, the Parent and Subsidiary Guidance List – Iran, and all other lists issued from time to time by the N.C. State Treasurer to comply with N.C.G.S. §143C-6A-4 of the N.C. Iran Divestment Act.

19. Entire Agreement

This Parking Lease, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties hereto with respect to the matters addressed herein and supersedes all prior understandings and writings, and this Parking Lease may only be amended or modified only by a writing signed by City, County and Developer.

20. Miscellaneous

a. The obligations of this Parking Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any such successors and assigns shall be deemed to have assumed and agreed to perform all obligations under this Parking Lease arising from and after such assignment.

b. In the event that any provisions of this Parking Lease shall be held invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Parking Lease.

c. This Parking Lease and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of North Carolina.

d. This Parking Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

e. In the case that any provisions of this Agreement are in conflict with the Interlocal Agreement or the MDA, the provisions of this Agreement shall control.

[THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

CITY OF CONCORD, NORTH CAROLINA
[SEAL]

Lloyd Wm. Payne, Jr., City Manager

ATTEST:

Kim Deason, City Clerk

Approved as to form:

VaLerie Kolczynski, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public of the State and County aforesaid, certify that Kim Deason personally came before me this day and acknowledged under seal that she is City Clerk of the City of Concord, and that by authority duly given and as the act of the Council, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this _____ day of _____, 2020.

Notary Public
My commission expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

CABARRUS COUNTY, NORTH CAROLINA
[SEAL]

Michael Downs, County Manager

ATTEST:

Approved as to form:

Richard Koch, County Attorney

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public of the State and County aforesaid, certify that Kim Deason personally came before me this day and acknowledged under seal that she is City Clerk of the City of Concord, and that by authority duly given and as the act of the Council, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this _____ day of _____, 2020.

Notary Public
My commission expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

CONCORD MASTER VENTURE, LLC, a Florida limited liability company

Peter Flotz, Manager

STATE OF FLORIDA
County of BROWARD

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Peter Flotz personally came before me this day and acknowledged under seal that he is Manager of CONCORD MASTER VENTURE, LLC, a Florida limited liability company, and acknowledged, on behalf of the company, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the ____ day of _____, 2020.

Notary Public
My commission expires:

Exhibit “A”

Access & Rates (Daytime):

- The County currently permits unrestricted daytime parking in the deck.
- If the County decides to restrict daytime parking during years one through ten following the completion of Parcel 1, the City and County will make available 200 all-day parking passes (120 provided by the County and 80 provided by the City) for residents at a rate of \$25 per pass per month.
- In years 11 – 15, the City will make available 100 parking passes at the rate of \$30 per pass per month.
- In years 16 – 20, the City will make available 100 parking passes at the rate of \$36 per pass per month.
- During Year 20, the City and Concord Master Venture will renegotiate the rate for Years 21 – 50 to the prevailing rate for all-day parking in downtown Concord.
- If passes become necessary, Residents will not be required to purchase an all-day pass. Residents without passes will be able to access public parking in the deck but must follow any hourly limits or fees.

Access & Rates (Evening/Weekend):

- During the evening hours of 5 PM – 8 AM between Monday and Friday and for 24 hours per day on Saturday and Sunday , the City and the County will reserve up to 300 Spaces (132 provided by the City and 168 provided by the County) at no cost for the first 10 years following the completion of construction on “Parcel 1”, as defined in the MDA.

Exhibit "B"

Insurance Requirements

Garage Lease Insurance

A. Insurance Coverage

Developer shall obtain insurance to satisfy the requirements hereunder. The policies shall be with companies authorized to do business in North Carolina and rated "A" or above by A.M. Best Company. Developer, individually or by and through its subcontractors, shall satisfy the following requirements and provide the following coverage:

(a) General Requirements.

1. Developer shall name the City as an additional insured under the liability policies required by this section.
2. Developer's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from Developer's operations under this Parking Lease. Developer and each of its subcontractors shall and does waive all rights of subrogation against the City.
3. City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Developer and/or subcontractor providing such insurance.
4. Developer shall provide the City with certificates of insurance and endorsements documenting that the insurance requirements-set forth in this paragraph have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. Developer shall further provide such certificates of insurance to the City at any time requested by the City after the execution of this Parking Lease, and shall provide such certificates within five (5) days after the City's request. The City's failure to review a certificate of insurance sent by or on behalf of Developer shall not relieve Developer of its obligation to meet the insurance requirements set forth in this Parking Lease.
5. Should any or all of the required insurance coverage be self-funded/self-insured, Developer shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.

(b) Types of Insurance.

1. Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combines single limit-bodily injury and property damage.
2. Commercial General Liability. Bodily injury and property damage liability as shall protect Developer and any subcontractor performing work under this Parking Lease, from claims of bodily

injury or property damage which arise from operation of this Parking Lease, whether such operations are performed by Developer, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Parking Lease.

3. Workers' Compensation Insurance. Developer shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

4. Umbrella. \$1,000,000 per occurrence/\$2,000,000 aggregate.

(c) Certificates of all required insurance and endorsements shall be furnished to the City and shall contain the provision that the City will be given thirty (30) day advance written notice of any intent to amend or terminate by either the insurance or the insuring company.

(d) Failure to maintain the insurance coverage required in this paragraph is a material default subject to termination of this Parking Lease.

B. Notice of Cancellation

Developer shall notify the City, in writing immediately upon learning of cancellation or reduction of the insurance afforded by its policy.

Garage Construction Insurance:

In addition to the above, property insurance on a builder's "all risk" or equivalent policy in the amount of the contract amount plus the value of any subsequent modifications, cost of materials supplied or installed on a replacement cost basis.

IF THERE ARE ANY ADDENDA TO THIS CONTRACT, INDICATE ABOVE AND ATTACH HERETO.

7. CLOSING: All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before February 28, 2021 at a place designated by the City of Concord. The deed is to be made to The City of Concord, a North Carolina Municipal Corporation

8. POSSESSION: Possession shall be delivered at closing

9. COUNTERPARTS: This offer shall become a binding contract when signed by both Buyer and Seller. It is to be signed in _____ counterparts with a signed counterpart being retained by each party hereto and the escrow agent, if any.

Date of Offer November, 2020

Date of Acceptance November, 2020

The City of Concord, a North Carolina
Municipal Corporation

Habitat for Humanity of Cabarrus County, Inc.

By: _____ (SEAL)

By Amy F. Freeze (SEAL)
Seller

Title: _____

Seller (SEAL)

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date: _____ Firm: _____

By: _____

Name of Selling Agent/Firm _____

Name of Listing Agent/Firm _____

STANDARD PROVISIONS

1. **EARNEST MONEY:** In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this contract by Seller, then the earnest money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then the earnest money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return of forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in his trust or escrow account until he has obtained a written release from the parties consenting to his disposition or until disbursement is ordered by a court of competent jurisdiction.
2. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between parties or paid at closing.
 - (a) Ad valorem taxes on real property shall be prorated on a calendar year basis to the date of closing;
 - (b) Ad valorem taxes on personal property for the entire year shall be paid by Seller;
 - (c) All late listing penalties, if any, shall be paid by Seller;
 - (d) Rents, if any, for the Property shall be prorated to the date of closing;
 - (e) Accrued, but unpaid interest and other charges to Seller, if any, shall be computed to the date of closing and paid by Seller. Interest and other charges prepaid by Seller shall be credited to Seller at closing and paid by Buyer. (Other charges may include FHA mortgage insurance premiums, private mortgage insurance premiums and homeowner's association dues)
3. **FIRE AND OTHER CASUALTY:** The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller.
4. **CONDITIONS:**

- (a) The Property must be in substantially the same condition at closing as on the date of this offer, reasonable wear and tear excepted.
- (b) All deeds of trust, liens and other charges against the Property, must be paid and cancelled by Seller prior to or at closing.
- (c) Title must be delivered at closing by general warranty deed and must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year (prorated to the date of closing), utility easements and unviolated restrictive covenants that do not materially affect the value of the Property and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

5. **INSPECTIONS:** Unless otherwise stated herein: (i) the electrical, plumbing, heating and cooling systems and built-in appliances, if any, shall be in good working order at closing; (ii) the roof, gutters, structural components, foundation, fireplace(s) and chimney(s) shall be performing the function for which intended and shall not be in need of immediate repair; (iii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iv) the well/water and septic/sewer systems, if any, shall be adequate, not in need of immediate repair and performing the function for which intended. Buyer shall have the option to have the above listed systems, items and conditions inspected by a reputable inspector or contractor, at Buyer's expense (unless otherwise provided in this contract), but such inspections must be completed in sufficient time before closing to permit any repairs to be completed by closing. If any repairs are necessary, Seller shall have the option of (a) completing them, (b) providing for their completion, or (c) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (d) accepting the Property in its present condition, or (e) terminating this contract, in which case the earnest money shall be refunded. Closing shall constitute acceptance of each of the systems, items and conditions listed in (i), (ii), (iii) and (iv) above in its then existing condition unless provision is otherwise made in writing.

6. **WOOD-DESTROYING INSECTS:** Unless otherwise stated herein Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time before closing so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. If any structural repairs are necessary, Seller shall have the option (a) completing them, (b) providing for their completion, or (c) refusing to complete them. If Seller elects not to complete or provide for the completion of structural repairs, then Buyer shall have the option of (d) accepting the Property in its present condition, or (e) terminating this contract, in which case the earnest money shall be refunded.
7. **LABOR AND MATERIAL:** Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.
8. **CLOSING EXPENSES:** Seller shall pay for the preparation of a deed and for the excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and other expenses necessary to complete closing.
9. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, 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 and easements relating to the Property.
10. **ASSIGNMENTS:** This contract may not be assigned without the written agreement of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

11. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties and their 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.
12. **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.
13. **ENTIRE AGREEMENT:** Buyer acknowledges that it has inspected the Property. This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. 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 as contained in any listing contract or other agreement between them.

Meeting Date: November 12, 2020

Staff Report:

Approve appropriation of Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding in the amount of \$255,000 to purchase and rehabilitation of 570 Vance Drive NE from Habitat for Humanity Cabarrus, repair The Salvation Army food pantry facility for \$25,000 and fund select public service agencies responding to immediate community needs related to COVID-19 in the amount of \$349,865.

Background:

September 11, 2020 official notification was issued for the City of Concord in regards to a special allocation of *The Coronavirus Aid, Relief and Economic Security Act (CARES Act)* (Public Law 116-136). The CARES Act allocated supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus. Additionally, the CARES Act provides flexibilities that make it easier to use the funds by granting waivers, removes the spending cap regulated for public service agencies and alternative requirements. Within the notification, Concord was allocated an additional \$604,865 to respond to the growing effects of this historic public health crisis.

Based on guidance provided by HUD, staff received approval for the acquisition and rehabilitation of a facility to safely house persons temporarily who are either waiting for test results or need to quarantine. The four, one-bedroom unit apartment on Vance Drive will meet this need. A recent appraisal by Habitat valued the property at \$240,000. An offer, contingent on Council approval, has been accepted by the owner for \$235,000. Anticipated repairs to the property will be \$20,000.

| | | |
|-----------------------|--|-----------|
| Vance Street Purchase | Units will be used to temporarily house persons waiting for COVID test results or needing to quarantine. | \$235,000 |
| Vance Street Repairs | Rehabilitation of units | \$20,000 |

Staff also received approval to complete a repair in the food storage area of The Salvation Army building. Food for the food pantry and shelter guest has to be removed from this location with each rain. Due to the increase in persons seeking assistance because of COVID-19, HUD approved the request to repair the issue. City staff will oversee the work to ensure compliance with HUD regulations. The cost estimate for the repair is \$25,000.

In addition, staff had worked with the five agencies below who are meeting immediate needs for Concord residents, to assess their individual COVID-19 related needs totaling \$324,865. Recommendations to fund these agencies are as follows;

Meeting Date: November 12, 2020

| <u>Agency</u> | <u>Proposed Usage Based on Increase Need</u> | <u>CARES Act Funding</u> |
|--------------------------------|---|------------------------------|
| Cooperative Christian Ministry | Rental assistance and utility assistance | \$258,240 |
| The Salvation Army | Continuation of emergency shelter/ food panty/Angel Tree services | \$19,625 |
| Opportunity House | Nurse salary and medical expense | \$10,000 |
| Meals on Wheels | Food cost, prep and delivery | \$21,000 |
| El Puente | After school staff salaries | \$6,000 |
| | Management cost of Vance Street for temporary quarantine needs related to COVID -19 | \$10,000 |

Recommendation:

Motion to approve appropriation of Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding in the amount of \$255,000 to purchase and rehabilitate 570 Vance Drive NE from Habitat for Humanity Cabarrus, repair The Salvation Army food pantry facility for \$25,000 and fund select public service agencies responding to immediate community needs related to COVID-19 in the amount of \$324,865.

OFFER TO PURCHASE AND CONTRACT

The City of Concord, a North Carolina Municipal Corporation as Buyer,
hereby offers to purchase and Blue Ram Properties, LLC, a North Carolina limited liability
company as Seller,
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land
described below, together with all improvements located thereon and such personal property as is
listed below (the real and personal property are collectively referred to as "the Property") in
accordance with the Standard Provisions on an ATTACHMENT HERETO and upon the
following terms and conditions:

1. REAL PROPERTY: Located in the City of Concord, County
of Cabarrus, State of North Carolina, being known as and more
particularly described as:

Street Address 487/489 Cook Street NW, Concord, NC 28025

Legal Description Lots 9 & 10, John W. Ruff property, Map 22, Page 42, Cabarrus
County Registry. See Book 14264, Page 92 Cabarrus County Registry
Parcel 5621-31-6351

2. PERSONAL PROPERTY: N/A

3. PURCHASE PRICE: The purchase price is \$ 125,000.00 and shall be paid
as follows:

(a) \$ -0- in earnest money paid by _____ (cash, bank, certified or
personal check) with the delivery of this contract, to be held in escrow
by _____, as agent, disbursed in
accordance with the attached Standard Provisions.

(b) \$ 125,000.00 the balance of the purchase price in cash at closing.

4. There must be no restriction, easement, zoning or other governmental regulation that would
prevent the reasonable use of the real property for residential purposes.

5. ASSESSMENTS: Seller warrants that there are no special assessments, either pending or
confirmed, for sidewalk, paving, water, sewer or other improvements on or adjoining the
Property, except as follows: N/A

(Insert "None" or the identification of such assessments, if any. The agreement for payment
or proration of any assessments indicated is to be set forth in paragraph 6 below.)

6. OTHER PROVISIONS AND CONDITIONS:

(a) All of the Standard Provisions on the attached Standard Provisions are understood and shall
apply to this instrument, except the following numbered Standard Provision shall be deleted: (If
none are to be deleted, state "None") N/A

IF THERE ARE ANY ADDENDA TO THIS CONTRACT, INDICATE ABOVE AND ATTACH HERETO.

7. CLOSING: All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before November 13, 2020 at a place designated by the City of Concord. The deed is to be made to The City of Concord, a North Carolina Municipal Corporation.


8. POSSESSION: Possession shall be delivered at closing.

9. COUNTERPARTS: This offer shall become a binding contract when signed by both Buyer and Seller. It is to be signed in _____ counterparts with a signed counterpart being retained by each party hereto and the escrow agent, if any.

Date of Offer October 8, 2020 Date of Acceptance 10/13, 2020

The City of Concord, a North Carolina
Municipal Corporation

_____(SEAL) Blue Ram Properties, LLC _____(SEAL)
By: Seller

Title: _____ By:  _____(SEAL)
Seller Member /Manager

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date: _____ Firm: _____

By: _____

Name of Selling Agent/Firm _____ N/A _____

Name of Listing Agent/Firm _____ N/A _____

STANDARD PROVISIONS

1. **EARNEST MONEY:** In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this contract by Seller, then the earnest money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then the earnest money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in his trust or escrow account until he has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction.
2. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between parties or paid at closing.
 - (a) Ad valorem taxes on real property shall be prorated on a calendar year basis to the date of closing;
 - (b) Ad valorem taxes on personal property for the entire year shall be paid by Seller;
 - (c) All late listing penalties, if any, shall be paid by Seller;
 - (d) Rents, if any, for the Property shall be prorated to the date of closing;
 - (e) Accrued, but unpaid interest and other charges to Seller, if any, shall be computed to the date of closing and paid by Seller. Interest and other charges prepaid by Seller shall be credited to Seller at closing and paid by Buyer. (Other charges may include FHA mortgage insurance premiums, private mortgage insurance premiums and homeowner's association dues)

3. **FIRE AND OTHER CASUALTY:** The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller.
4. **CONDITIONS:**
 - (a) The Property must be in substantially the same condition at closing as on the date of this offer, reasonable wear and tear excepted.
 - (b) All deeds of trust, liens and other charges against the Property, must be paid and cancelled by Seller prior to or at closing.
 - (c) Title must be delivered at closing by general warranty deed and must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year (prorated to the date of closing), utility easements and unviolated restrictive covenants that do not materially affect the value of the Property and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.
5. **INSPECTIONS:** Unless otherwise stated herein: (i) the electrical, plumbing, heating and cooling systems and built-in appliances, if any, shall be in good working order at closing; (ii) the roof, gutters, structural components, foundation, fireplace(s) and chimney(s) shall be performing the function for which intended and shall not be in need of immediate repair; (iii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iv) the well/water and septic/sewer systems, if any, shall be adequate, not in need of immediate repair and performing the function for which intended. Buyer shall have the option to have the above listed systems, items and conditions inspected by a reputable inspector or contractor, at Buyer's expense (unless otherwise provided in this contract), but such inspections must be completed in sufficient time before closing to permit any repairs to be completed by closing. If any repairs are necessary, Seller shall have the option of (a) completing them, (b) providing for their completion, or (c) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (d) accepting the Property in its present condition, or (e) terminating this contract, in which case the earnest money shall

be refunded. Closing shall constitute acceptance of each of the systems, items and conditions listed in (i), (ii), (iii) and (iv) above in its then existing condition unless provision is otherwise made in writing.

6. **WOOD-DESTROYING INSECTS:** Unless otherwise stated herein Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time before closing so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. If any structural repairs are necessary, Seller shall have the option (a) completing them, (b) providing for their completion, or (c) refusing to complete them. If Seller elects not to complete or provide for the completion of structural repairs, then Buyer shall have the option of (d) accepting the Property in its present condition, or (e) terminating this contract, in which case the earnest money shall be refunded.
7. **LABOR AND MATERIAL:** Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.
8. **CLOSING EXPENSES:** Seller shall pay for the preparation of a deed and for the excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and other expenses necessary to complete closing.
9. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, 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 and easements relating to the Property.

10. **ASSIGNMENTS:** This contract may not be assigned without the written agreement of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.
11. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties and their 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.
12. **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.
13. **ENTIRE AGREEMENT:** Buyer acknowledges that it has inspected the Property. This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. 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 as contained in any listing contract or other agreement between them.

487 & 489 Cook Street NW



Duplex located in Gibson Village. Each unit is one bedroom and one bath.

**AGREEMENT FOR PURCHASE AND SALE
OF IMPROVED REAL PROPERTY**

THIS AGREEMENT, including any and all addenda attached hereto (“Agreement”), is by and between Roenix, LLC, a North Carolina limited liability company (“Buyer”), and The City of Concord, a North Carolina municipal corporation, (“Seller”).

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

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

- (a) **“Property”**: 0.074 Acres, a portion of 247 Crowell Drive NW, Concord, NC 28025
“Parcel ID No”: BEING A PORTION OF PIN: 5620-57-5873, Tax ID No. 12-021-0013.00
 See Attached **Exhibit A** for a complete description.

\$ 500.00 (b) **“Purchase Price”** shall mean the sum of Five Hundred Dollars and NO Cents,
payable on the following terms:

\$ 50.00 (i) **“Earnest Money”** shall Fifty Dollars and NO Cents

~~The Earnest Money shall be deposited in escrow with _____ (name of person/entity with whom deposited “Escrow Agent”) within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.~~

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

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

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

\$ N/A _____ (ii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate

Buyer Initials _____ Seller Initials _____

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

\$ N/A _____ (iii) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ _____ and evidenced by a note bearing interest at the rate of _____ percent (_____%) per annum, and a current payment amount of \$ _____.

\$ 450.00 (iv) **Cash, balance of Purchase Price**, at Closing in the amount of Four Hundred Fifty Dollars and NO Cents.

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

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before November 30, 2020.

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

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property): ___N/A___ days from the date of contract acceptance.

(f) **"Broker(s)"** shall mean:
N/A ("Listing Agency"), "Listing Agent License #N/A
Acting as: Seller's Agent ~~Dual Agent~~
N/A ("Buyer's Agency"), "Buyer's Agent License #N/A
Acting as: ~~Buyer's Agent~~; ~~Dual Agent~~

(g) **"Seller's Notice Address"** shall be as follows:
City of Concord, PO Box 308, Concord, NC 28026-0308
except as same may be changed pursuant to Section 12.

(h) **"Buyer's Notice Address"** shall be as follows:
Roenix, LLC, 191 Crowell Drive NW, Concord, NC 28025
except as same may be changed pursuant to Section 12.

(i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)**

(j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum attached hereto and incorporated herein by reference.

- (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price, PURSUANT TO THE REQUIREMENTS of NCGS § 160A-269. *

- A) *The offer set forth herein is a real offer to purchase the Property from the Seller. This offer MUST be accepted and approved by the Concord City Council. Once accepted, the Buyer must deposit 5% of the offered amount to the City Clerk. The offer must then be advertised for upset bid as required by North Carolina General Statute 160A-269.*
- B) *All payments are to be in the form of a money order, cash, or certified bank funds and made to the City Clerk. All earnest money/bid deposits are non-refundable, unless the bid is upset by another bidder or the offer declined by the Concord City Council.*
- C) *Once the bid period closes, if the Buyer hereunder has the highest bid, the City Council will accept the bid and direct City staff to take the necessary actions to convey the property to the Buyer.*
- D) *The Buyer shall have thirty (30) days after the expiration of the "Examination Period" to pay the remaining balance to the City of Concord. If more time is needed in order to close the properties, please contact the City of Concord with the projected time required.*

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

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

Each party shall pay its own attorney's fees.

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

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not

objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Seller will convey the property to the Buyer subject to an easement for maintenance.

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

(a) **Qualification for Assumption:** The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described in Section 1(b)(iii) above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before _____ N/A _____. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, ***time being of the essence***. If Buyer delivers such notice, this Agreement shall be null and void, and the Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including, but not limited to: any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited at Closing.

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

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

(d) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(d) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER**

SHALL RECEIVE A RETURN OF THE EARNEST MONEY.

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

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

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

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

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

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

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

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

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

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

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

Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

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

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

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

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

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

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

Section 15. Adverse Information and Compliance with Laws:

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

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

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

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

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

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

Section 18. Assignment: This Agreement is not assignable.

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

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

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

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

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

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

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

BUYER:

Roenix, LLC,
a North Carolina limited liability company

By: _____
Name: _____
Title: Member/Manager

By: _____
Name: _____
Title: Member/Manager

Date of Execution: _____, 2020

SELLER:

City of Concord,
A North Carolina municipal corporation _____

By: _____
Name: Lloyd Wm. Payne, Jr., City Manager

ATTESTED

By: _____
Kim J. Deason, City Clerk

[SEAL]

Date of Execution: _____, 2020

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

This instrument has been pre-audited in the manner required by the "Local Government Budget and Fiscal Control Act."

Pam Hinson, Finance Director

WIRE FRAUD WARNING

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

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

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

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

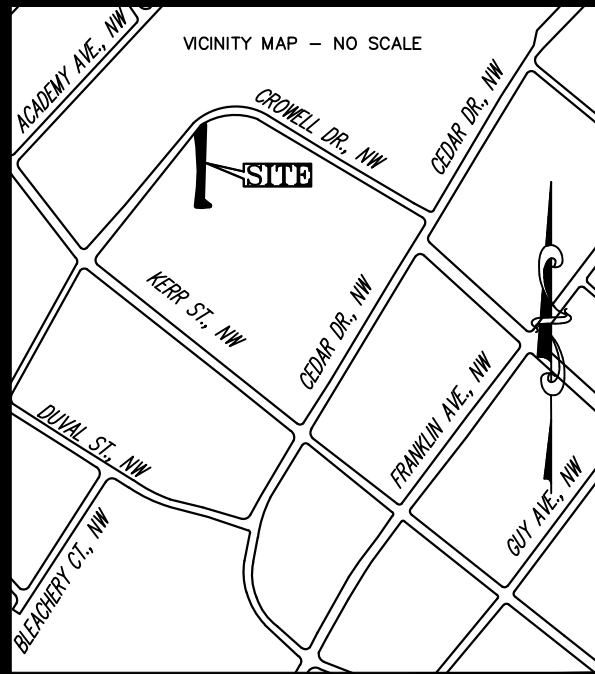
(Name of Escrow Agent)

Date: _____ By: _____

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

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.



NOTES :

1. PROPERTY IDENTIFICATION NUMBER - PIN 5620-57-5873.
2. REAL IDENTIFICATION NUMBER #12-021-0013.00.
3. REFERENCES - MAP BOOK 61, PAGE 53, DEED BOOK 13907, PAGE 248, DEED BOOK 904, PAGE 373, DEED BOOK 362, PAGE 191, DEED BOOK 7821, PAGE 302, DEED BOOK 408, PAGE 463, DEED BOOK 12694, PAGE 70, DEED BOOK 10475, PAGE 232 & DEED BOOK 5986, PAGE 235.
4. SUBJECT PROPERTY IS ZONED - CD-C-2.
5. ALL DISTANCES ARE HORIZONTAL GROUND DIMENSIONS IN US SURVEY FEET, UNLESS OTHERWISE NOTED.
6. AREA(S) SHOWN WERE DETERMINED BY COORDINATE COMPUTATIONS.
7. SURVEY BASED ON EXISTING MARKERS FOUND AT SITE AND DEED DESCRIPTION.
8. THE SUBJECT PROPERTY IS LOCATED IN ZONE "X" AREA, AS PER F.E.M.A. F.I.R.M. COMMUNITY PANEL 3710562000K, EFFECTIVE DATE 11/16/2018.
9. THE PURPOSE OF THIS SURVEY IS TO CREATE A PLAT SUITABLE FOR RECORDATION IN THE CABARRUS COUNTY LAND RECORDS IN COMPLIANCE WITH THE NORTH CAROLINA GENERAL STATUTE 47-30 MAPPING REQUIREMENTS.
10. THIS IS A BOUNDARY SURVEY OF AN EXISTING PARCEL OF LAND AND IS SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF RECORD.
11. THIS SURVEY WAS PREPARED BASED ON LOCALIZED COORDINATES (NAD 83).

PLAT REVIEW OFFICER CERTIFICATE (AS REQUIRED BY NCGS 47-30.2)

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____ REVIEW OFFICER CABARRUS COUNTY, N.C.,
CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS
ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: _____ REVIEW OFFICER: _____

CERTIFICATE OF PLAT APPROVAL

IT IS HEREBY CERTIFIED THAT THIS MAP IS EXEMPT FROM
CITY OF CONCORD APPROVAL AS A SUBDIVISION PLAT AND
IS IN COMPLIANCE WITH THE CITY OF CONCORD DEVELOPMENT
ORDINANCE REGULATIONS.

DATE _____ DIRECTOR OF DEVELOPMENT SERVICES _____

CERTIFICATE OF SURVEY AND ACCURACY

STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, DAVID M. MEDLIN, CERTIFY THAT THIS PLAT WAS DRAWN
UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER
MY SUPERVISION BASED ON THE MAP BOOK AND DEED BOOK
DESCRIPTIONS, AS NOTED HEREON; THAT THE POINTS NOT
SURVEYED ARE SHOWN AS BROKEN LINES AND INFORMATION
FOUND IN THE DEEDS REFERENCED HEREON IS TO BE TAKEN
OF CLOSURE IS 1:10,000+; THE ACCURACY OF THIS SURVEY IS
IN ACCORDANCE WITH GENERAL STATUTE 47-30.

I FURTHER CERTIFY THAT THIS SURVEY IS AN EXISTING PARCEL OR
PARCELS OF LAND, AND DOES NOT INVOLVE THE CREATION OF A NEW STREET OR CHANGE
AN EXISTING STREET.

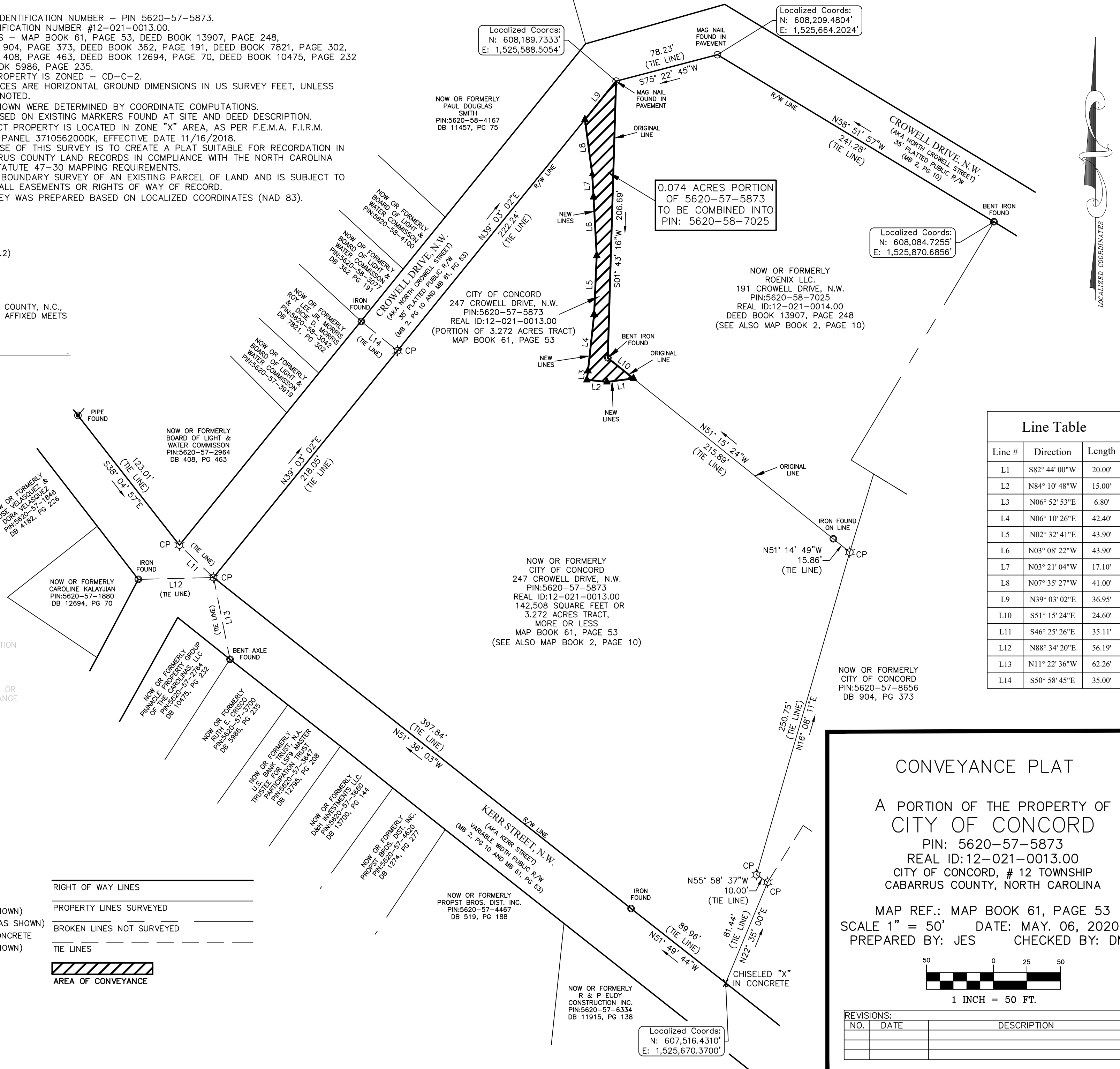
WITNESSED BY ME, DAVID M. MEDLIN, PROFESSIONAL LAND SURVEYOR, REGISTRATION NUMBER AND
SEAL THIS _____ DAY OF XXXXXX, A.D., 2020.

DAVID M. MEDLIN
PROFESSIONAL LAND SURVEYOR
NORTH CAROLINA REG. NO. L-4286

LEGEND

- | | | | |
|------|---------------------------|-------|---------------------------|
| R/W | RIGHT OF WAY | _____ | RIGHT OF WAY LINES |
| ☆ CP | COMPUTED POINT | _____ | PROPERTY LINES SURVEYED |
| ○ | PIPE FOUND (AS SHOWN) | _____ | BROKEN LINES NOT SURVEYED |
| ○ | IRON ROD FOUND (AS SHOWN) | _____ | TIE LINES |
| X | CHISELED "X" IN CONCRETE | _____ | |
| ○ | NAIL FOUND (AS SHOWN) | _____ | |
| ▲ | 1/2" IRON SET | _____ | |
| | | ▨ | AREA OF CONVEYANCE |

CITY OF CONCORD ENGINEERING DEPARTMENT
635 ALFRED BROWN JR. COURT, SW
CONCORD, NC 28026-0308
704-920-5420 FAX 704-786-4521



| Line Table | | |
|------------|---------------|--------|
| Line # | Direction | Length |
| L1 | S82° 44' 00"W | 20.00' |
| L2 | N84° 10' 48"W | 15.00' |
| L3 | N06° 52' 53"E | 6.80' |
| L4 | N06° 10' 26"E | 42.40' |
| L5 | N02° 32' 41"E | 43.90' |
| L6 | N03° 08' 22"W | 43.90' |
| L7 | N03° 21' 04"W | 17.10' |
| L8 | N07° 35' 27"W | 41.00' |
| L9 | N39° 03' 02"E | 36.95' |
| L10 | S51° 15' 24"E | 24.60' |
| L11 | S46° 25' 26"E | 35.11' |
| L12 | N88° 34' 20"E | 56.19' |
| L13 | N11° 22' 36"W | 62.26' |
| L14 | S50° 58' 45"E | 35.00' |

CONVEYANCE PLAT

A PORTION OF THE PROPERTY OF
CITY OF CONCORD
PIN: 5620-57-5873
REAL ID: 12-021-0013.00
CITY OF CONCORD, # 12 TOWNSHIP
CABARRUS COUNTY, NORTH CAROLINA

MAP REF.: MAP BOOK 61, PAGE 53
SCALE 1" = 50' DATE: MAY. 06, 2020
PREPARED BY: JES CHECKED BY: DMM

1 INCH = 50 FT.

| REVISIONS: | | |
|------------|------|-------------|
| NO. | DATE | DESCRIPTION |
| | | |
| | | |
| | | |

RESOLUTION AUTHORIZING CONSIDERATION of NEGOTIATED OFFER,
ADVERTISEMENT, AND UPSET BID

WHEREAS, North Carolina General Statute § 160A-269 permits the City to sell real property by upset bid after the receipt of an Offer to Purchase Property; and

WHEREAS, the City of Concord ("City") acquired real property at 247 Crowell Drive, NW, PIN 5620-57-5873, Tax ID No. 12-012-0013.00 ("City Parcel") by Deed recorded in Deed Book 63, at Page 498 and as further described in Map Book 61, at Page 53 of the Cabarrus County Registry; and

WHEREAS Roenix, LLC, a North Carolina limited liability corporation ("Roenix") owns the neighboring parcel identified as 191 Crowell Drive NW, PIN 5620-58-7025, Tax ID No. 12-021-0014.00; and

WHEREAS, the subject area is currently being used as extended parking for the business and is maintained by Roenix; and

WHEREAS, Roenix desires to purchase a small portion of the Parent Parcel owned by the City for the purpose of having fee simple ownership of the parking area servicing 191 Crowell Drive NW ("Property") and is further described as follows:

BEING a 2,949 Sq. Ft portion of the property identified as being PIN 5620-58-7025 (Tax ID No. 12-021-0013.00 as shown on map titled as "Exception Plat, Property of the City of Concord" dated May 6, 2020 and is attached as Exhibit A for further reference.; and

WHEREAS, on October 14, 2020, the City received an Offer to Purchase the Property from Roenix for five hundred dollars and no cents (\$500.00); and

WHEREAS, the Buyer have deposited a 5% deposit of \$ 50.00 with the City Clerk; and

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

1. The City Council intends to accept the offer described above through the upset bid procedure outlined in North Carolina General Statute § 160A-269.
2. The Offeror shall submit fifty dollars and zero cents (\$50.00) as a deposit to be held by the City Clerk; and
3. The City Clerk shall cause to be published a notice of the proposed sale of the Property, that BEING a 2,949 Sq. Ft portion of the property identified as being PIN 5620-58-7025 (Tax ID No. 12-021-0014.00 as shown on map titled as "Exception Plat, Property of the City of Concord" dated May 6, 2020 and is attached as Exhibit A for further reference and the notice shall describe the property, the amount of the offer, the terms under which the sale is to be made, and the terms under which the offer may be upset.
4. Any persons wishing to upset the offer shall submit a sealed bid along with their offer and deposit to the office of the City Clerk within 10 days after the notice of the proposed sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
5. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
6. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
7. All bids, including the qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the total bid; the deposit may be made in cash, cashier's check, or certified check to the City Clerk. The City will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received.

8. The final sale shall include the following terms:
 - a. The City will convey 2,949 Square Feet off of 247 Crowell Drive NW to the Highest Bidder, stated in the Agreement for Purchase and Sale of Real Property.
 - b. The City will convey the property to Roenix, LLC, reserving an easement to be held by the City of Concord for the right, privilege, and easement to enter and install, dig, build, erect, maintain, repair, rebuild, operate, and patrol approximately 217.69 feet of an existing retaining wall located on the above described parcel. The retaining wall will remain clear of obstructions, shrubbery, and all other personal and landscaping fixtures.
 - b. The City will convey the property subject to any and all existing public utility easements, restrictions, rights-of-way, protective covenants, zoning laws, conditions, and any ordinance of record.
 - c. The closing shall take place on or before December 30, 2019.
9. The City reserves the right to withdraw the property from sale at any time, before the final high bid is accepted and reserves the right to reject, at any time, all bids.
10. The City Attorney is directed to take all necessary steps to complete the sale in the event no upset bids are received. The City Manager is authorized to execute the necessary instruments to effectuate the sale of 2,949 Square Feet off of 247 Crowell Drive NW in accordance with this resolution.

Adopted this _____ day of November, 2020

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William "Bill" Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk



October 26, 2020

LJ Weslowski
Transit Manager
Concord Kannapolis Area Transit
3600 South Ridge Ave
Concord, NC 28025

Dear LJ,

Thank You for your interest in purchasing ONE (1) 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 and our discussions. Please reference the price summary dated October 26, 2020 for complete details.

Gillig is pleased to quote the following:

35' BRT LOW FLOOR BAE HYBRID

\$ 725,670 .00 Each

Pricing valid for Thirty (30) days and is FOB Concord, NC. Prices exclude any taxes and license fees. Production schedule will be determined upon 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



Bid Tabulation Sheet Summary
Spring St SW Waterline Replacement, Bid # 2459
 Bids Received October 22, 2020 at 2:00 PM in the BOC Conference Room C

| | 1 | 2 | 3 |
|-------------|--|-----------------------------------|--|
| CONTRACTOR: | State Utility Contractors, Inc. | Herrin Industrial, Inc.n | Fuller & Co. Construct. |
| ADDRESS: | 4417 Old Charlotte Highway Monroe, NC 28111 | P.O. 523 Mt Pleasant, NC 28124 | 697 Saint Mark Church Rd. Bessemer City, NC 28016 |
| LICENSE #: | 17793 | 71184 | 64580 |

| Item No. | Sect. No. | Description | Estimated Quantity | Unit | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
|---|-------------|--|--------------------|------|-----------------------|---------------|--|---------------|---|---------------|
| 1 | WSACC 01025 | Mobilization | 1 | LS | \$ 20,000.00 | \$ 20,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 24,021.05 | \$ 24,021.05 |
| 2 | NCDOT 801 | Construction Surveying | 1 | LS | \$ 8,000.00 | \$ 8,000.00 | \$ 8,500.00 | \$ 8,500.00 | \$ 8,625.00 | \$ 8,625.00 |
| 3 | SP-01 | Traffic Control | 1 | LS | \$ 14,000.00 | \$ 14,000.00 | \$ 12,500.00 | \$ 12,500.00 | \$ 52,223.66 | \$ 52,223.66 |
| 4 | SP-02 | 10" HDPE DIPS DR11 Bored in Soil | 1,400 | LF | \$ 279.00 | \$ 390,600.00 | \$ 112.81 | \$ 157,934.00 | \$ 135.83 | \$ 190,162.00 |
| 5 | SP-02 | 10" HDPE DIPS DR11 Bored in Rock | 400 | LF | \$ 370.00 | \$ 148,000.00 | \$ 387.81 | \$ 155,124.00 | \$ 262.07 | \$ 104,828.00 |
| 6 | SP-03 | MJ Adapter Assembly for HDPE Transitions | 14 | EA | \$ 1,100.00 | \$ 15,400.00 | \$ 713.26 | \$ 9,985.64 | \$ 557.25 | \$ 7,801.50 |
| 7 | SP-04 | HDPE Transition Wall Blocking | 2 | EA | \$ 2,700.00 | \$ 5,400.00 | \$ 2,482.72 | \$ 4,965.44 | \$ 3,713.40 | \$ 7,426.80 |
| 8 | WSACC 01025 | 8" Restrained DI Pipe | 90 | LF | \$ 257.00 | \$ 23,130.00 | \$ 239.24 | \$ 21,531.60 | \$ 168.07 | \$ 15,126.30 |
| 9 | WSACC 01025 | 6" Restrained DI Pipe | 95 | LF | \$ 248.00 | \$ 23,560.00 | \$ 232.90 | \$ 22,125.50 | \$ 158.27 | \$ 15,035.65 |
| 10 | WSACC 01025 | 8"x8"x6" DI Tee | 3 | EA | \$ 510.00 | \$ 1,530.00 | \$ 1,404.35 | \$ 4,213.05 | \$ 1,339.49 | \$ 4,018.47 |
| 11 | WSACC 01025 | 8"x8"x8" DI Tee | 1 | EA | \$ 600.00 | \$ 600.00 | \$ 1,443.34 | \$ 1,443.34 | \$ 1,375.34 | \$ 1,375.34 |
| 12 | WSACC 01025 | 8" 90-degree DI Bend | 1 | EA | \$ 450.00 | \$ 450.00 | \$ 1,346.28 | \$ 1,346.28 | \$ 907.34 | \$ 907.34 |
| 13 | WSACC 01025 | 8" 45-degree DI Bend | 8 | EA | \$ 360.00 | \$ 2,880.00 | \$ 1,177.74 | \$ 9,421.92 | \$ 890.03 | \$ 7,120.24 |
| 14 | WSACC 01025 | 6" 45-degree DI Bend | 6 | EA | \$ 250.00 | \$ 1,500.00 | \$ 1,125.64 | \$ 6,753.84 | \$ 841.82 | \$ 5,050.92 |
| 15 | WSACC 01025 | 6" 22 1/2-degree DI Bend | 2 | EA | \$ 250.00 | \$ 500.00 | \$ 1,120.46 | \$ 2,240.92 | \$ 836.87 | \$ 1,673.74 |
| 16 | WSACC 01025 | 10"x8" DI Reducer | 8 | EA | \$ 540.00 | \$ 4,320.00 | \$ 1,148.08 | \$ 9,184.64 | \$ 1,057.16 | \$ 8,457.28 |
| 17 | WSACC 01025 | 8" Restrained DI Plug/Cap | 1 | EA | \$ 300.00 | \$ 300.00 | \$ 622.07 | \$ 622.07 | \$ 558.25 | \$ 558.25 |
| 18 | WSACC 01025 | 8" Gate Valve and Valve Box | 5 | EA | \$ 2,100.00 | \$ 10,500.00 | \$ 4,039.66 | \$ 20,198.30 | \$ 2,379.38 | \$ 11,896.90 |
| 19 | WSACC 01025 | 6" Gate Valve and Valve Box | 6 | EA | \$ 1,350.00 | \$ 8,100.00 | \$ 3,711.88 | \$ 22,271.28 | \$ 2,070.57 | \$ 12,423.42 |
| 20 | WSACC 01025 | Fire Hydrant Assembly | 3 | EA | \$ 4,100.00 | \$ 12,300.00 | \$ 6,074.03 | \$ 18,222.09 | \$ 6,359.91 | \$ 19,079.73 |
| 21 | SP-07 | 12.75" Diam x 0.188" Thick Steel Casing Pipe | 20 | LF | \$ 135.00 | \$ 2,700.00 | \$ 183.64 | \$ 3,672.80 | \$ 481.79 | \$ 9,635.80 |
| 22 | SP-08 | 8" Connection to Existing Water Main - Tapping Sleeve and Valve | 1 | EA | \$ 6,600.00 | \$ 6,600.00 | \$ 9,480.15 | \$ 9,480.15 | \$ 8,196.98 | \$ 8,196.98 |
| 23 | SP-08 | 8" Connection to Existing Water Main - MJ Transition Sleeve | 1 | EA | \$ 3,000.00 | \$ 3,000.00 | \$ 2,154.06 | \$ 2,154.06 | \$ 4,083.35 | \$ 4,083.35 |
| 24 | SP-08 | 6" Connection to Existing Water Main - Tapping Sleeve and Valve | 1 | EA | \$ 4,200.00 | \$ 4,200.00 | \$ 8,804.09 | \$ 8,804.09 | \$ 5,968.94 | \$ 5,968.94 |
| 25 | SP-08 | 6" Connection to Existing Water Main - MJ Transition Sleeve | 3 | EA | \$ 2,900.00 | \$ 8,700.00 | \$ 2,154.06 | \$ 6,462.18 | \$ 3,031.61 | \$ 9,094.83 |
| 26 | WSACC 01025 | Water Service Connection and Meter Assembly, excluding Meter (City to install Meter) - 3/4" Domestic - Long Side - Trenchless Installation | 14 | EA | \$ 3,600.00 | \$ 50,400.00 | \$ 3,254.42 | \$ 45,561.88 | \$ 3,385.79 | \$ 47,401.06 |
| 27 | WSACC 01025 | Water Service Connection and Meter Assembly, excluding Meter (City to install Meter) - 3/4" Domestic - Short Side | 16 | EA | \$ 2,000.00 | \$ 32,000.00 | \$ 1,955.76 | \$ 31,292.16 | \$ 3,138.08 | \$ 50,209.28 |
| 28 | WSACC 01025 | Water Service Connection and Meter Assembly, excluding Meter (City to install Meter) - 1" Irrigation - Short Side | 1 | EA | \$ 1,500.00 | \$ 1,500.00 | \$ 2,046.90 | \$ 2,046.90 | \$ 3,775.21 | \$ 3,775.21 |
| 29 | SP-09 | Connection to Existing Sampling Site | 2 | EA | \$ 1,100.00 | \$ 2,200.00 | \$ 1,431.97 | \$ 2,863.94 | \$ 2,754.84 | \$ 5,509.68 |
| 30 | SP-10 | Plumbing Permit and Requirements for Reconnecting Water Services | 31 | EA | \$ 2,200.00 | \$ 68,200.00 | \$ 154.30 | \$ 4,783.30 | \$ 345.00 | \$ 10,695.00 |
| 31 | WSACC 01025 | 4" PVC Sewer Lateral | 100 | LF | \$ 84.00 | \$ 8,400.00 | \$ 170.04 | \$ 17,004.00 | \$ 136.22 | \$ 13,622.00 |
| 32 | WSACC 01025 | 4" Sanitary Sewer Cleanout | 5 | EA | \$ 300.00 | \$ 1,500.00 | \$ 349.18 | \$ 1,745.90 | \$ 777.85 | \$ 3,889.25 |
| 33 | SP-10 | Plumbing Permit and Requirements for Reconnecting Sewer Services | 5 | EA | \$ 2,000.00 | \$ 10,000.00 | \$ 154.30 | \$ 771.50 | \$ 345.00 | \$ 1,725.00 |
| 34 | NCDOT 545 | Incidental Stone Base | 100 | TN | \$ 38.00 | \$ 3,800.00 | \$ 62.33 | \$ 6,233.00 | \$ 37.09 | \$ 3,709.00 |
| 35 | NCDOT 250 | Removal of Existing Concrete Pavement | 350 | SY | \$ 12.00 | \$ 4,200.00 | \$ 139.65 | \$ 48,877.50 | \$ 4.96 | \$ 1,736.00 |
| 36 | NCDOT 250 | Removal of Existing Asphalt Pavement | 100 | SY | \$ 6.00 | \$ 600.00 | \$ 60.00 | \$ 6,000.00 | \$ 3.31 | \$ 331.00 |
| 37 | NCDOT 1530 | Remove Water Meter | 31 | EA | \$ 440.00 | \$ 13,640.00 | \$ 50.00 | \$ 1,550.00 | \$ 309.53 | \$ 9,595.43 |
| 38 | NCDOT 1530 | Remove Fire Hydrant | 3 | EA | \$ 950.00 | \$ 2,850.00 | \$ 664.57 | \$ 1,993.71 | \$ 526.34 | \$ 1,579.02 |
| 39 | SP-11 | 2' 6" Concrete Curb and Gutter Removal and Replacement | 500 | LF | \$ 50.00 | \$ 25,000.00 | \$ 50.00 | \$ 25,000.00 | \$ 77.28 | \$ 38,640.00 |
| 40 | SP-12 | Rock Removal | 60 | CY | \$ 300.00 | \$ 18,000.00 | \$ 250.00 | \$ 15,000.00 | \$ 201.25 | \$ 12,075.00 |
| 41 | NCDOT 520 | Aggregate Base Course | 320 | TN | \$ 30.00 | \$ 9,600.00 | \$ 82.33 | \$ 26,345.60 | \$ 37.09 | \$ 11,868.80 |
| 42 | NCDOT 654 | Asphalt Plant Mix, Pavement Repair | 160 | TN | \$ 225.00 | \$ 36,000.00 | \$ 196.12 | \$ 31,379.68 | \$ 316.25 | \$ 50,600.00 |
| 43 | NCDOT 1660 | Seeding and Mulching | 0.25 | AC | \$ 3,000.00 | \$ 750.00 | \$ 10,000.00 | \$ 2,500.00 | \$ 3,404.34 | \$ 851.09 |
| 44 | SP-13 | Storm Drain Inlet Protection | 5 | EA | \$ 300.00 | \$ 1,500.00 | \$ 519.38 | \$ 2,596.90 | \$ 193.72 | \$ 968.60 |
| Base Bid Price | | | | | \$1,006,410.00 | | \$817,703.16 | | \$803,571.91 | |
| Contingency Allowance (10 % of Base Bid Price) | | | | | \$100,641.00 | | \$81,770.32 | | \$80,357.19 | |
| Total Bid Price(Base Bid +Contingency Allowance) | | | | | \$1,107,051.00 | | \$899,473.48 | | \$883,929.10 | |
| Bid Security (5%) | | | | | Yes | | Yes | | Yes | |
| Irregularities (see highlighted areas on form) | | | | | None. | | Math error on line 42, error has been corrected. | | Addition error on Base Bid Price, error has been corrected. | |



10-22-2020

CERTIFICATION: This is certified to be an accurate tabulation of bids received for the project.

RESOLUTION GRANTING AN EASEMENT

WHEREAS, the City of Concord is owner of fee simple title to a parcel of land having a parcel identification number of 4599-15-4758-0000; and

WHEREAS, TSH Development Company, LLC is proposing to construct Weddington Ridge Apartments and Townhomes on Weddington Road; and

WHEREAS, TSH Development Company, LLC needs to acquire a temporary construction easement in order to connect to existing sewer that will require grading on the City's parcel;

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

1. That an easement as shown on Exhibit "A" is hereby ordered granted.
2. The easement shall be conveyed by the City Attorney and other necessary staff or the Mayor to TSH Development Company, LLC.
3. The City Attorney and other City staff are hereby directed to take all necessary steps to enforce this resolution.

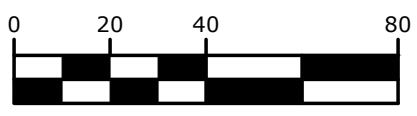
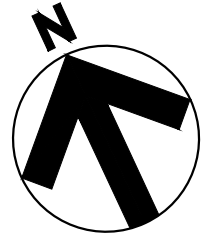
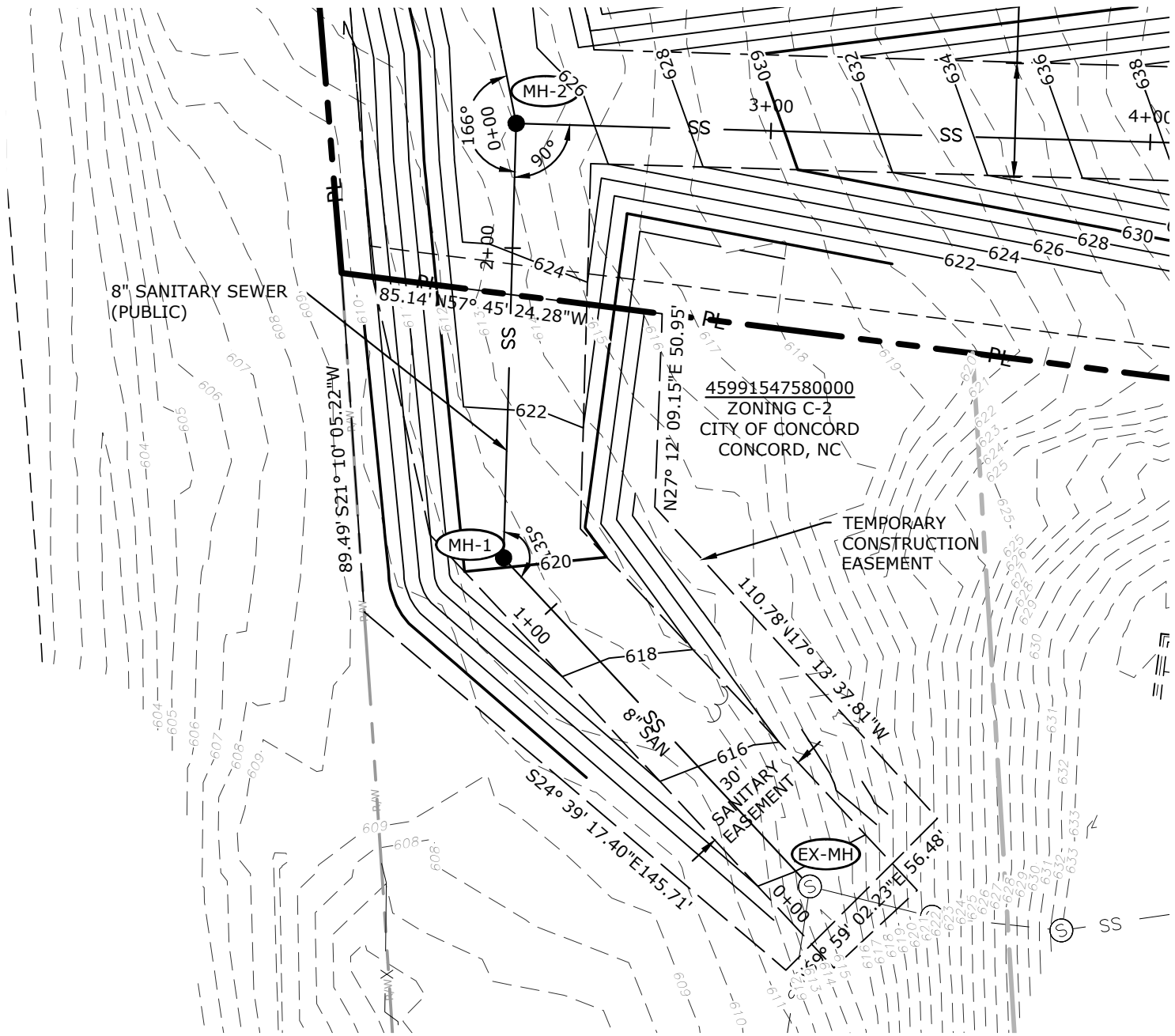
Adopted this 12th day of November 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

Kim Deason, City Clerk

William C. Dusch, Mayor



1 INCH = 40 FEET

TEMPORARY CONSTRUCTION EASEMENT
FOR SANITARY SEWER CONNECTION

RESOLUTION RELEASING EASEMENT

WHEREAS, a permanent easement was granted in Deed Book 13649 Page 229 in the Cabarrus County Registry to the City of Concord for public utilities; and

WHEREAS, the developer of the Wallace Meadows subdivision acquired the said easement in order to construct sewer to serve the development ;and

WHEREAS, as a result of design changes to the sewer alignment, the developer request that said easement be abandoned; and

WHEREAS, no public utility has been constructed in said easement the release 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 permanent easement described and recorded in Deed Book 13649 Page 229 and temporary construction easement described and recorded in Deed Book 13649 Page 235 and more particularly shown outlined on Exhibits "A" is hereby ordered abandoned, and all rights and interest of the City are released.
2. The City's property rights in the released portion 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 12th day of November 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

Kim Deason, City Clerk

William C. Dusch, Mayor

| | |
|--------------|--------------|
| FILED | Aug 08, 2019 |
| AT | 03:15:00 PM |
| BOOK | 13649 |
| START PAGE | 0229 |
| END PAGE | 0234 |
| INSTRUMENT # | 20482 |
| EXCISE TAX | \$0.00 |

Drawn By: John W. Oakes, II, Attorney
Return to City of Concord, ROD Box

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

PIN # 467-099-0483
Grant of Permanent Easement to
CITY OF CONCORD

The undersigned Grantors, Michael D. Brown and Carol J. Brown, individuals of the state of North Carolina, in consideration of payment by the Grantee (as hereinafter defined) of the sum of One Dollar and No/100, (\$1.00), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and release unto the City of Concord, a North Carolina municipal corporation ("Grantee"), its successors, assigns, and licensees, the following right, privilege, and easements in the Easement Area (as defined herein): (1) to enter and re-enter the Easement Area at any time and to install, dig, build, erect, maintain, repair, rebuild, operate, and patrol one or more public utilities, over ground or underground, including, but not limited to, sanitary sewer and water infrastructure, underground pipes, other utility lines, any and all related fixtures or appurtenances, (2) the right to clear the Easement Area and keep it clear of brushes, trees, buildings, obstructions, and fire hazards, and (3) the right to remove trees, if any, located within the Easement Area, which interfere with the use of the Easement Area. The above described rights being incident to performance by the Grantee of its functions as a municipality or as the operator of a public utilities system, or the performance by any contractor, agent or licensee of the Grantee of any public utilities functions, the premises to be affected hereby being more particularly described as follows:

The Easement Area being described and shown as "Proposed 30' Sanitary Sewer Easement" on the Exhibit A attached hereto and incorporated herein by reference.

The Grantors, by the execution of this instrument acknowledges the plans for the above referenced project as it affects the remaining property have been fully explained to him/her or his/her authorized representative(s), and does hereby release the Grantee, its successors, and assigns from any and all claims for damages resulting from the construction of said project or

from the past, present or future use of said premises herein conveyed for any purpose for which the said Grantee is authorized by law to subject the same.

Together with any and all rights normally incident thereto, and particularly the right of ingress and egress over the Easement Area from time to time as necessary for construction, reconstruction, and/or maintenance.

To have and to hold the same unto the City of Concord, its successors and assigns forever.

This agreement shall not be interpreted to impose any duty on the City of Concord, its successors and assigns to install any utilities by any particular date or within any particular time frame.

This property right may be assigned by the Grantee, or its successors.

The Grantors shall have the right to use the above-described Easement Area for purposes not inconsistent with Grantees' full enjoyment of the rights hereby granted, provided that the Grantors shall not erect or construct any building or other structure within the Easement Area; maintain or permit any underground or over ground system of piping, poles or wiring within such Easement Area; other than those utility uses specifically for Grantors, shall not make any use of the facilities installed, buried, erected, or constructed within the Easement Area; and shall not drill or operate any well or septic system within the Easement Area, without the express written permission of the Grantee.

[Signature Commence on Following Page]

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantors on this the 10th day of August, 2018.

GRANTOR

Michael D. Brown

By: Michael D. Brown

GRANTOR

Carol J. Brown

By: Carol J. Brown

State of North Carolina

County of Cabarrus

Jessica G. Brown

Notary Public, do hereby certify that Michael D. Brown and Carol J. Brown personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 10th day of August 2018



Jessica G. Brown

Official Signature of Notary

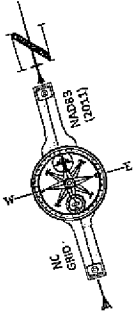
Jessica G. Brown

Notary's printed or typed name

My commission expires: 11/29/21

Exhibit A

[include survey which shows Easement Area]

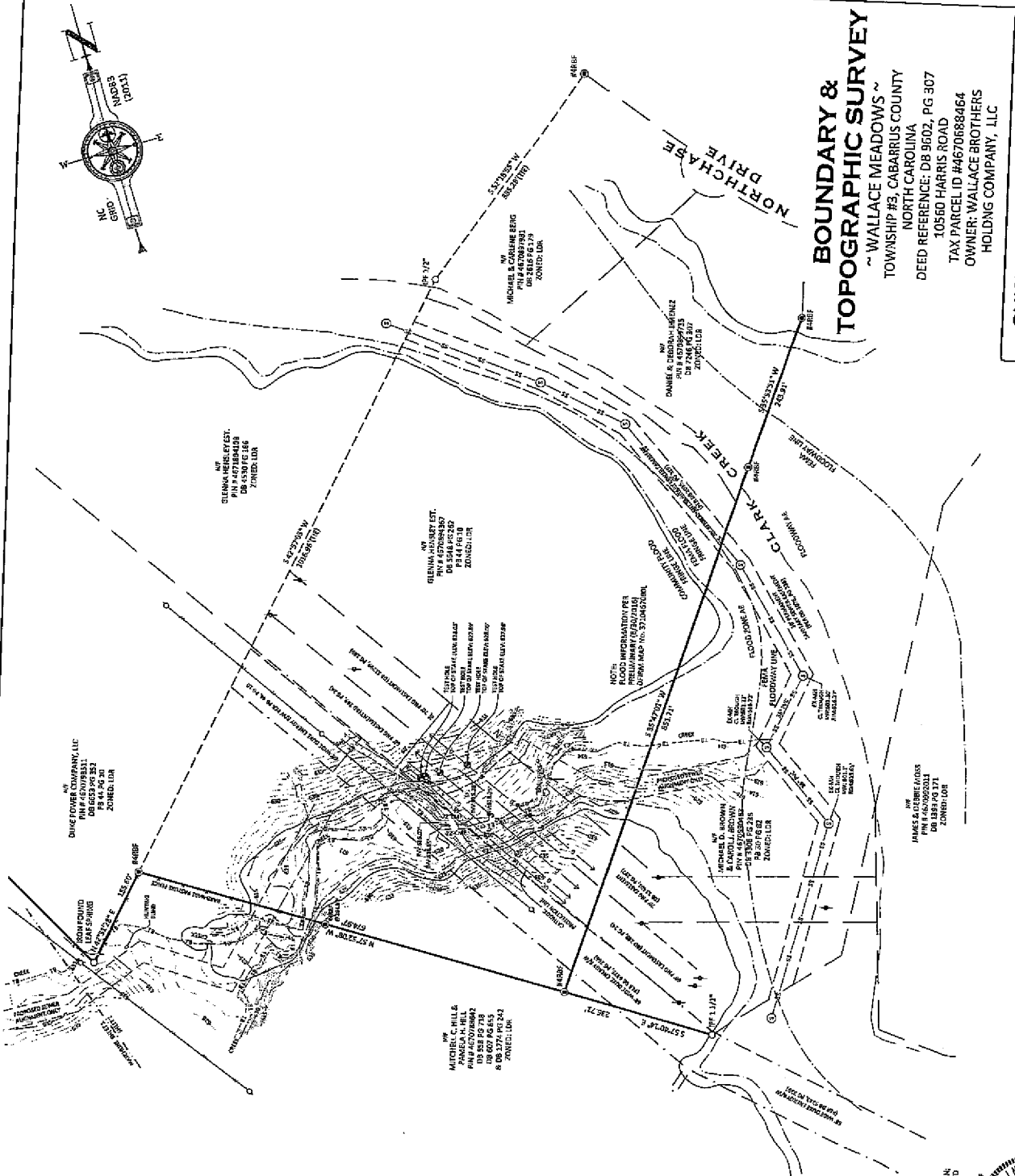
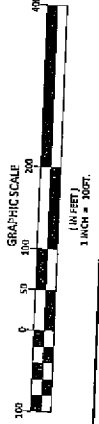


BOUNDARY & TOPOGRAPHIC SURVEY

~ WALLACE MEADOWS ~
TOWNSHIP #3, CABARRIUS COUNTY
NORTH CAROLINA
DEED REFERENCE: DB 9602, PG 307
10560 HARRIS ROAD
TAX PARCEL ID #4670688464
OWNER: WALLACE BROTHERS HOLDING COMPANY, LLC

GUISEWHITE PROFESSIONAL LAND SURVEYING, PC
GPLS
 P.O. BOX 680388
 CHARLOTTE, NC 28216
 (704) 530-1700 NC FIRM #C-0411

| | |
|-----------------|---------------------------------------|
| REVISIONS: | 11/27/2018 - REPEATED RIVER ALIGNMENT |
| FILE NAME: | 17-232 WALLACE MEADOWS.DWG |
| PROJECT NUMBER: | 21722 |
| DATE OF SURVEY: | 11/27/2018 |
| DRAWN BY: | TSS |



I, THOMAS G. GUISEWHITE, CERTIFY THAT THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND THAT THE DATA OF PREVIOUS SURVEYS HAS BEEN INCORPORATED AS INSCRIBED THEREON. I HAVE REVIEWED THE REQUIREMENTS OF THE N.C. BOARD OF LAND SURVEYING AND SURVEYING AND I HAVE COMPLIED THEREWITH. THIS 13TH DAY OF NOVEMBER, A.D. 2018.

THOMAS G. GUISEWHITE, PLS N.C. REG. NO. 14273

| | |
|--------------|--------------|
| FILED | Aug 08, 2019 |
| AT | 03:15:00 PM |
| BOOK | 13649 |
| START PAGE | 0235 |
| END PAGE | 0240 |
| INSTRUMENT # | 20483 |
| EXCISE TAX | \$0.00 |

TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into this 18th day of August, 2018, by **Michael D. Brown and Carol J. Brown**, (the "Grantors"), and the **City of Concord**, ("City" or "Grantee") (collectively, the "Parties").

In consideration of the sum of Ten Dollars and No/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the further consideration of the covenants and agreements set forth below, Grantors hereby sell, convey, transfer, and deliver to the Grantee, its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns, a non-exclusive Temporary Construction Access Easement (the "Temporary Construction Easement") for the real property described in **Exhibit A**, a copy of which is attached and incorporated by this reference (the "Temporary Easement Property"), to facilitate the City's construction of public sewer utility lines and other related improvements in the vicinity of the Temporary Easement Property (the "Project").

This Temporary Construction Easement is granted in accordance with, and subject to, the following terms, conditions, requirements, and limitations:

1. The Temporary Construction Easement is granted for vehicular and pedestrian ingress and egress to and from the Temporary Easement Property and for Grantee's use to do all things reasonably necessary to construct and install the Project including, but not limited to, the transport, stockpiling and storage of construction materials, soil, equipment and vehicles. Upon expiration of the Temporary Construction Easement, the Grantee, at its sole cost and expense, shall restore the Temporary Easement Property to substantially the same condition it was in prior to Grantee's use. Grantee shall not leave any rubbish or debris on or about the Temporary Easement Property. The term of this Agreement shall begin upon the date of mutual execution hereof and shall extend until thirty (30) days after the Project has been completed. The City may extend the Temporary Construction Easement for one (1) additional six (6) month period by giving written notice to Grantors.

2. If work is stopped on the project, Grantee shall comply with the restoration obligations set forth in Paragraph 1 until such time as the work is authorized to recommence.

3. Upon termination of this Agreement, all covenants in this instrument are released (other than Grantee's restoration obligations set forth in Paragraph 1, Grantee's indemnification obligations set forth in Paragraph 4, and the cost recovery provision set forth in Paragraph 13, all of which shall survive the expiration or termination of this Agreement) and the Temporary Easement Property shall be considered free and clear of any restriction or any right or privilege attaching to the grant of the Temporary Construction Easement set forth in this Agreement. Upon request by Grantors, Grantee shall execute any documents reasonably requested by Grantee to confirm the termination of this Agreement.

4. The Temporary Construction Easement shall allow the City and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof to use the Temporary Easement Property during the completion of the Project. Grantee shall use the Temporary Easement Property solely for the purpose described in Paragraph 1 and for no other purpose. In no event may any use of the Temporary Easement Property by the City and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof violate any applicable law, rule, or regulation relating to the Temporary Easement Property or materially impact Grantors' normal business operations in the adjacent property. To the extent allowed by law, the City shall indemnify and hold the Grantors harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the City and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Grantors or their employees, contractors, or agents.

5. Grantors covenant and agree that they are the fee owner of the Temporary Easement Property and that they have the authority to grant this Temporary Construction Easement to the City.

6. Grantors warrant that no building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Temporary Construction Easement is granted may be placed, erected, installed, or permitted upon the Temporary Easement Property during the term hereof except for existing improvements, if any. The Grantors further agree that in the event the terms of this Temporary Construction Easement are violated, that such violation shall immediately be corrected by the Grantors at Grantors' sole expense upon receipt of written notice from Grantee.

7. Grantors reserve all rights attendant to their ownership of the Temporary Easement Property, including but not limited to the use and enjoyment of the Temporary Easement Property for all purposes not inconsistent with the terms and conditions of this Agreement.

8. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return

receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Grantors: Michael D. Brown and Carol J. Brown
107 Northchase Drive
Concord, NC 28027

If to Grantee: R2 Development, LLC
517 Alcove Rd. #302
 Mooresville, NC 28117

9. This Agreement represents the entire agreement between the Grantors and the City as relates to the Temporary Construction Easement and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and signed by both the Mayor and the Grantors.

10. Each and every term, condition, or covenant of this Agreement is subject to and shall be construed in accordance with the provisions of North Carolina law. Venue for any action arising out of this Agreement shall be in the District Court in the County of Cabarrus, North Carolina.

11. The benefits and burdens of the Temporary Construction Easement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

12. This Agreement shall not be recorded, but shall nevertheless become effective upon full execution by all parties and delivery of same to the City.

13. In the event of litigation between the parties in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. The obligation in the immediately preceding sentence shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

GRANTOR

Michael D. Brown

By: Michael D. Brown

GRANTOR

Carol J. Brown

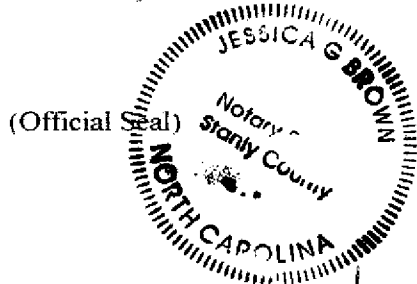
By: Carol J. Brown

State of North Carolina

County of Cabarrus

I, Jessica G. Brown Notary Public, do hereby certify that Michael D. Brown and Carol J. Brown personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 18th day of August.



Jessica G. Brown
Official Signature of Notary
Jessica G. Brown
Notary's printed or typed name

My commission expires: 11/29/2021

Exhibit A

Lying and being in Cabarrus County, North Carolina and being Lot No. 43 of Northchase Subdivision, Phase III, a map being on file in the office of the Register of Deeds for Cabarrus County, North Carolina, in Map Book 30, Page 82, specific reference thereto being hereby made for more complete description thereof.

The address for the real property is as follows:

107 Northchase Drive
Concord, North Carolina 28027

Prepared by and return to: William H. Trotter, Jr, Attorney;
4430 Park Road, Charlotte, NC 28209

NORTH CAROLINA
CABARRUS COUNTY
(Pin #467-099-0483)

TERMINATION OF EASEMENTS

THIS TERMINATION OF EASEMENTS, executed this ___ day of _____, 2020 (“Effective Date”), by the **THE CITY OF CONCORD**, a North Carolina municipal corporation (“**City**”), in favor of **MICHAEL D. BROWN and. CAROLINE J. BROWN**, individuals of the State of North Carolina (“**Grantee**”)

WHEREAS, Grantee is the owner of the property known as 107 Northchase Drive, Concord, North Carolina (D.R. 3306-235, which property is hereinafter referred to as the “**Property**”); and

WHEREAS, Grantee heretofore granted to City a Permanent Easement, thirty (30) feet in width for public utilities, including but not limited to sewer and water, by instrument recorded in Book 13649 at Page 229 of the Cabarrus Public Registry and (2) a Temporary Construction Access Easement over and upon the Property to facilitate the construction of public sewer lines related improvements within the Permanent Easement by instrument recorded in Book 13649 at Page 235 of the Cabarrus Public Registry, which Permanent Easement and Temporary Construction Access Easement are referred to collectively hereinafter as “**Easements**”); and

WHEREAS, no sewer lines, pipes or other utility equipment or facilities were installed in the Easements and the Easements are not needed by the County for any purpose; and

WHEREAS, the County desires to terminate and forever release the Easements.



NOW, THEREFORE, in consideration of the foregoing the City hereby terminates the Easements recorded in the Cabarrus County Registry in Book 13649 at Pages 229 and 235 by relinquishing, quitclaiming and forever releasing unto Grantee all of the City's rights, title and interest therein.

IN WITNESS WHEREOF, the City has caused this instrument to be executed pursuant to property authority, effective the day and year first above written.

THE CITY OF CONCORD

By: _____
Name: _____
Title: _____ City Manager

ATTEST: _____,
_____, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of the County of _____ and State of North Carolina do hereby certify that _____ personally appeared before me this day and acknowledged to me that (s)he is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing was signed in its name by its _____ City Manager and attested by herself/himself as its _____ City Clerk.

WITNESS my hand and notarial stamp or seal this ___ day of _____, 2020.

[Notary Seal]

By: _____

Print Name: _____

My Commission Expires: _____

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: Residential Home at 2925 Twinfield Dr Concord
2. Name and address of owner(s)/developer(s): Festus & Dorothy Braithwaite
15 GLORIA DR NEW HEMPSTEAD NY 10977
3. Owner(s)/developer(s) telephone: 646-294-6211 Fax: _____
4. Name and address of surveyor/engineer: Thompson Environmental Consulting, Inc.
PO Box 541 Midland, NC 28107
5. Surveyor/engineer's telephone: 704) 301-4881 Fax: 206-350-885
6. Name, telephone and fax number, and address of agent (if any): Julia A Walker
Ph-704-579-2937 Fax-704-925-1184 jw4nchomes@carolina.rr.com
7. Name and address of person to whom comments should be sent: Julia A Walker
jw4nchomes@carolina.rr.com
8. Telephone number of person to whom comments should be sent: 704-579-2937
Fax: 704-925-1184
9. Location of property: 2925 Twinfield Dr Concord NC
10. Cabarrus County P.I.N.#: 5640-52-1661-0000
11. Current zoning classification: LDR
12. Total acres: 2.05 Total lots proposed: _____
13. Brief Description of development: Residential Home Site
14. Proposed Construction Schedule Start 01-15-21
15. Type of Service requested Connection To City Water

10-15-2020
Date

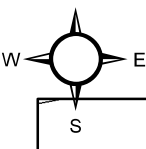

Signature of Owner/Agent

Julia A Walker
Name (printed)

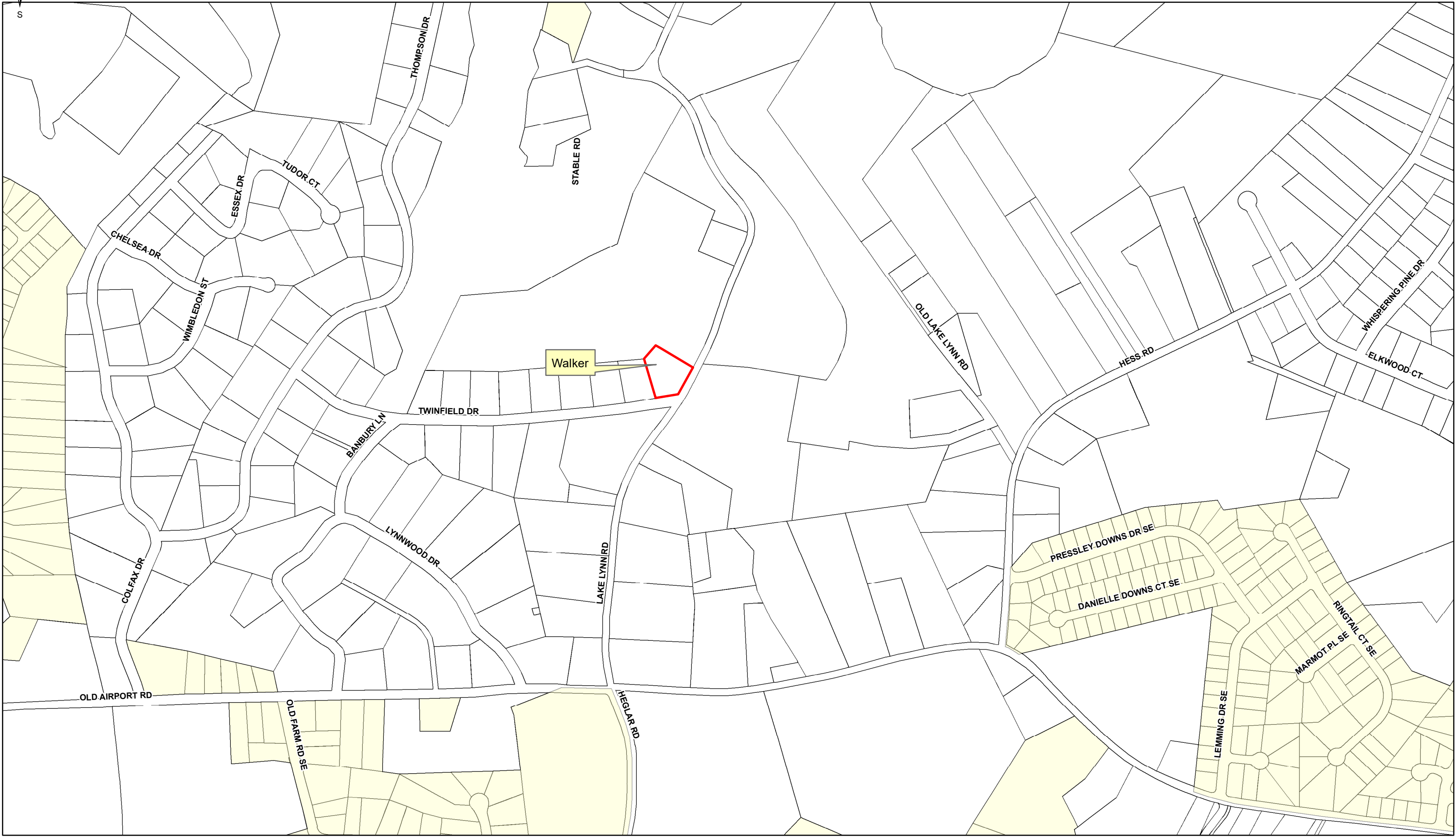
NOTE: By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.

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: Poplar Trails
2. Name and address of owner(s)/developer(s): N/A
3. Owner(s)/developer(s) telephone: N/A Fax: _____
4. Name and address of surveyor/engineer: N/A
5. Surveyor/engineer's telephone: N/A Fax: _____
6. Name, telephone and fax number, and address of agent (if any): N/A
7. Name and address of person to whom comments should be sent: Joel Corriher
PO Box 7 Landis, NC 28088
8. Telephone number of person to whom comments should be sent: 704-202-4430
Fax: _____
9. Location of property: 172 Scalybark Trail, Concord, NC 28027
10. Cabarrus County P.I.N.#: 4681600699
11. Current zoning classification: LDR - Low Denisty Residential
12. Total acres: 2.28 Total lots proposed: 1 (one)
13. Brief Description of development: Future Single Family Home
14. Proposed Construction Schedule To Be Determined
15. Type of Service requested Sewer Tap

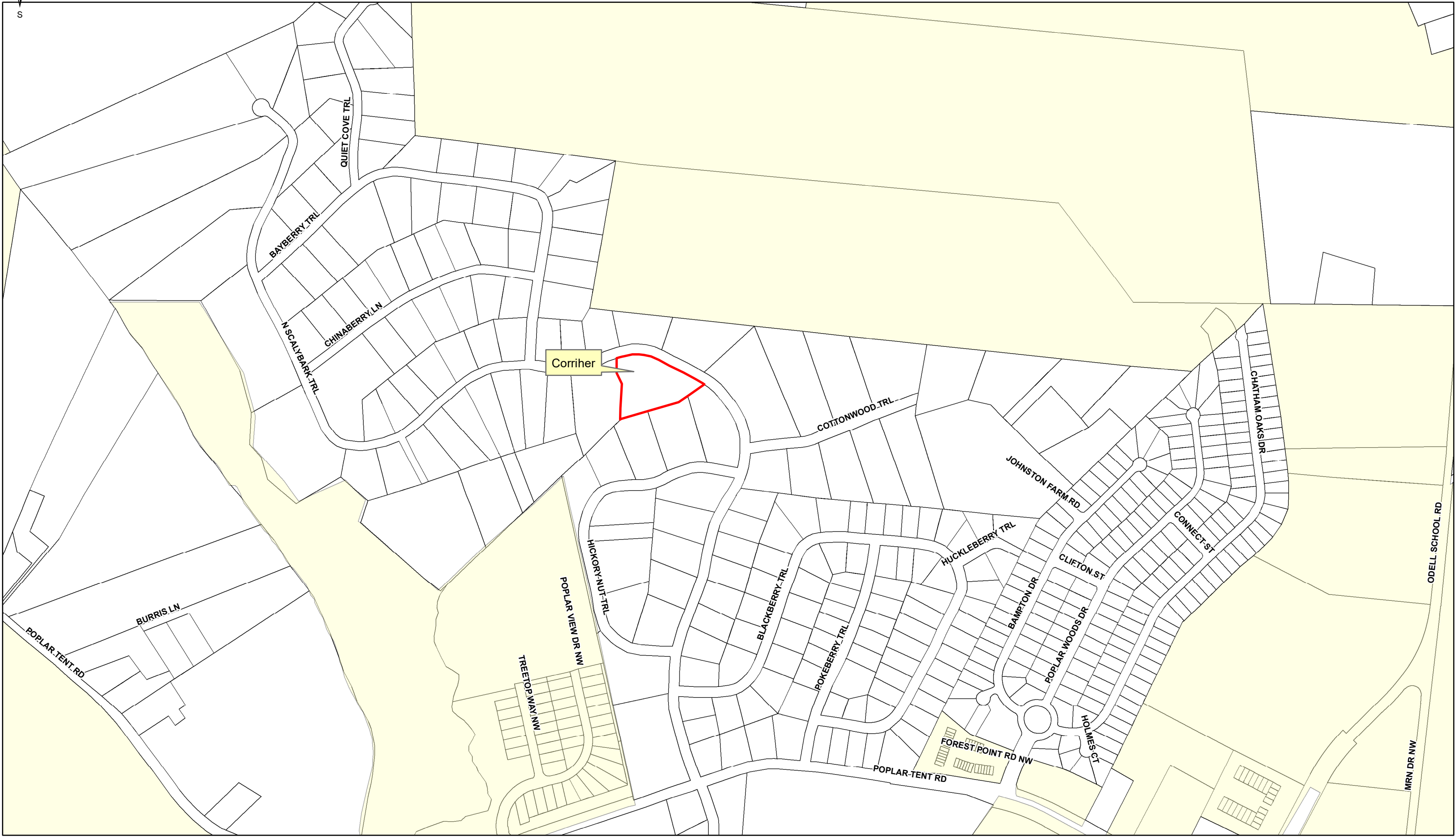
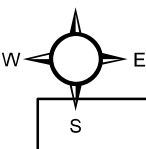
10/5/2020
Date

Joel K. Corriher
Signature of Owner/Agent
Joel K. Corriher
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





STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

August 13, 2020

Mr. Lloyd Payne Jr., City Manager
City of Concord
Post Office Box 308
Concord, North Carolina 28026-0308

RE: FY2021 Metropolitan Planning Grant Program (Section 5303)
Project No. 21-08-108
WBS Element No(s). 36230.7.20.6
Agreement ID. TBD
Period of Performance: 7/1/20 – 6/30/21

Dear Mr. Payne:

On April 2, 2020, the Board of Transportation approved your organization's request for an FY21 Metropolitan Planning Grant in the amount of \$95,751. The agreement to be executed between City of Concord and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in black ink that reads "Heather J. Hildebrandt".

Heather J. Hildebrandt
Interim Director

HH\mf

Attachments

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

Telephone: (919) 707-4670
Fax: (919) 733-1391
Customer Service: 1-877-368-4968

Location:
1 SOUTH WILMINGTON STREET 2
RALEIGH, NC 27601

Website: ncdot.gov

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

CITY OF CONCORD

on behalf of

Cabarrus-Rowan Urban Area Metropolitan Planning Organization

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR

METROPOLITAN PLANNING GRANT PROGRAM

Federal Award Identification

Agreement Number:
NCDOT Project Number: **21-08-108**
Approved Indirect Cost Rate: **NA**
FAIN Number(s): **NC-2019-062-01**
CFDA Number: **20.505**
DUNS Number: **079067484**
Total Amount of Award: **\$95,751**

.....
Federal Funded Programs:

- 5303 Metropolitan Planning Grant**
- 5307 Urbanized Area Formula Grant**
- 5310 Elderly and Disabled Formula Grant**
- 5311 Community Transportation Rural Formula Grant**
- 5311 Appalachian Development Transit Assistance Program Grant**
- 5311f Intercity Bus Grant**
- 5316 Job Access Reverse Commute Grant**
- 5317 New Freedom Grant**
- 5339 Bus and Bus Facility Grant**

NORTH CAROLINA
CABARRUS COUNTY

**STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ("Agreement"), made this 23rd day of October, 2020, by HSREI, LLC, a North Carolina limited liability company, whose principal address is 6000 Monroe Road, Charlotte, NC 28212 (hereinafter "Grantor"), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter "Grantee" or "City").

WITNESSETH:

WHEREAS, THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON _____

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 7609 Hendrick Auto Plaza NW, Concord, NC, and Lot 5 as shown on Map Book and Page 84/82, Cabarrus County Property Identification Number (PIN): 4599-10-9019. It being the land conveyed to Grantor by deed recorded in Book and Page 5297/209 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the "Property"); and

WHEREAS, Grantor desires to develop or redevelop all or portions of the Property; and

WHEREAS, the Property is located within the planning jurisdiction of the City of Concord, and is subject to certain requirements set forth in the City of Concord Code of Ordinances Chapter 60, the Concord Development Ordinance, (hereafter "CCDO"), and the Concord Technical Standards Manual (hereafter "Concord Manual"); and

WHEREAS, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of four (4) engineered stormwater control structures, namely

two (2) Dry Extended Detention Basins and two (2) Sand Filters, as provided in the CCDO and the Concord Manual (the "Stormwater Control Measures" or "SCMs"), (ii) Grantor's dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measures; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

WHEREAS, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual; and

WHEREAS, Grantor has full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

NOW, THEREFORE, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit "A" titled "SCM Maintenance Easement" and labeled "SCM Maintenance Easement 2.241 AC."**, for the purpose of inspection and maintenance of the Stormwater Control Measures (hereinafter referred to as "SCM Easements"). Within the SCM Easements Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easements, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measures or SCMs, which include (i) the SCMs and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCMs across that portion of the Property shown on the **attached Plat recorded in Plat Book 65, Page 86 and further referenced as Exhibit "B" titled "Stormwater Easement Sheet 1 of 2" and labeled "Access Easement (Width Varies)" and "20' Access Easement"**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCMs, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor's Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

The additional terms, conditions, and restrictions of this Agreement are:

1. The requirements pertaining to the SCM Easements are more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Dry Extended Detention Basin and Sand Filter Inspection and Maintenance Plans for both Basin #1 and #2, attached as **Exhibit "C"** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the "NCDENR Manual"), all of which are incorporated herein by reference as if set forth in their entireties below. Grantor agree to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by Code Section 4.4.6.B.1

are incorporated herein by reference, and Grantor agree to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

a. All components of the SCMs and related improvements within the SCM Easements are to be kept in good working order.

b. The components of the SCMs and related improvements within the SCM Easements shall be maintained by Grantor as described in “**Exhibit C**”, the Dry Extended Detention Basin and Sand Filter Inspection and Maintenance Plans.

2. Upon completion of the construction of the SCMs, Grantor’s N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCMs and all components are constructed and initially functioning as designed. Annual inspection reports (hereinafter referred to as “Annual Report(s)”) are required each year and shall be made by Grantor on the written schedule provided to Grantor in advance by the City. The Annual Report(s) shall describe the condition and functionality of the SCMs, and shall describe any maintenance performed thereon during the preceding year. The Annual Report(s) shall be submitted with the signature and seal of Grantor’s N.C. registered professional engineer conducting the inspection. If necessary, the City will provide a letter describing the maintenance necessary to keep the SCMs and all components and structures related to the SCMs functioning as designed and with reasonable timeframes in which to complete the maintenance. If the Annual Report(s) recommends maintenance actions, the repairs shall be made within a reasonable time as defined by the City.

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plans describe the specific actions needed to maintain the SCMs.

3. Grantor represents and warrants that Grantor are financially responsible for construction, maintenance, repair and replacement of the SCMs, its appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the NCDENR Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee’s name, address of the Property, transferee’s mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee’s name, address of the Property; transferee’s mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor are released from any further covenants or other obligations set forth in this Agreement.

4. If Grantor fails to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, CDO, the Concord Manual or approved Inspection and Maintenance Plan, the City of Concord may perform (but is not obligated to perform) such work as Grantor is responsible for and recover the costs thereof from Grantor.

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easements whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to maintain same and make repairs or replacements to the SCMs, its appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

6. Grantor shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantor to Grantee.

7. Grantor shall, in all other respects, remain the fee owners of the Property and areas subject to the SCM Easements, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easements and this Agreement by a prior failure to act.

9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: **"Notice: The Property is subject to a Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB _____ PG ____."** shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor may be divested of either the fee simple title to or possessory interests in the subject Property. The designation Grantor and Grantee shall include the parties, their heirs, successors and assigns; and

b. That the following statement shall be inserted in any deed or other document of conveyance:

"Title to the property hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement dated October 23, 2020 with and for the benefit of the City of Concord, recorded in Book _____, Page _____ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable)."

In the event that such conveyance is other than by deed, the above terms of "grantor/grantee" may be substituted by equivalent terms such as "landlord/tenant."

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantor do covenant that Grantor is seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that Grantor will warrant and defend the said title to the same against claims of all persons whosoever.

Title to the Property hereinabove described is subject to all enforceable deeds of trust, liens, easements, covenants and restrictions of record.

The covenants agreed hereto and the conditions imposed herein shall be binding upon Grantor and its agents, personal representatives, heirs and assigns and all other successors in interest to Grantor and shall continue as a servitude running in perpetuity with the above-described land.

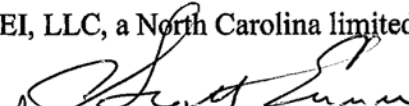
THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM EASEMENTS AND ACCEPTED THE SCM EASEMENTS AT THEIR MEETING OF _____, 2020 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed day and year first above written.

GRANTOR:

HSREI, LLC, a North Carolina limited liability company

By: 
Name: Scott Ennis / _____, Manager

GRANTEE:

City of Concord, a municipal corporation

By: _____
Lloyd Wm. Payne, Jr., City Manager

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

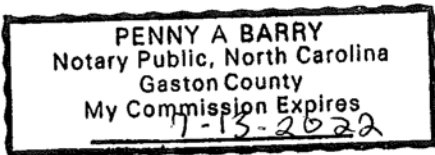
VaLerie Kolczynski, City Attorney

STATE OF _____
COUNTY OF _____

I, Penny A Barry, a Notary Public of the aforesaid County and State, do hereby certify that A. Scott Ennis personally appeared before me this day and acknowledged that he is the Manager of HSREI, LLC, a North Carolina limited liability company and that he/she as Manager being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 23 day of Oct, 2020

Penny A Barry
Notary Public
My commission expires: 7-13-2022



STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT was approved by the Concord City Council at its meeting held on _____ and was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the _____ day of _____, 2020.

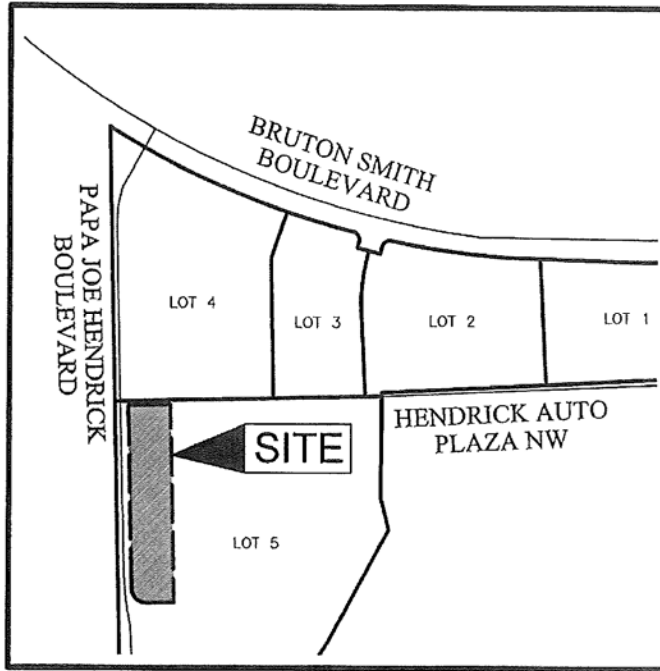
Notary Public _____
My commission expires: _____



SCM MAINTENANCE EASEMENT

CITY OF CONCORD, COUNTY OF CABARRUS
STATE OF NORTH CAROLINA
PREPARED FOR: HSREI, LLC

Date: October 16, 2020 Scale: 1" = 100' Job No: 2019-0819 Sheet No: 1 of 2



LOCATION MAP
NOT TO SCALE

NOTES:

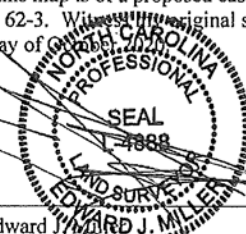
1. Map and deed references as shown hereon.
2. The purpose of this map is for easement acquisition only.
3. Physical improvements may exist that are not shown hereon.
4. This map was prepared without the benefit of a title commitment report. EMH&T does not claim that all matters of record which may or may not affect the subject property are shown hereon.
5. Areas calculated by coordinate computation.

This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.



I, Edward J. Miller, certify that this exhibit was drawn under my supervision from an actual survey performed in July 2020 (MB 84, P 82), showing relevant portions of the surveyed property, that the boundaries not surveyed are clearly indicated as drawn from record information shown hereon; that the ratio of precision or positional accuracy is greater than 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended; that this map is of a proposed easement for a public utility as defined in G.S. 62-3. Witness my original signature, license number and seal this 16th day of October 2020.

By _____
Edward J. Miller
Professional Land Surveyor No. L-4888
emiller@emht.com



10/16/2020
Date

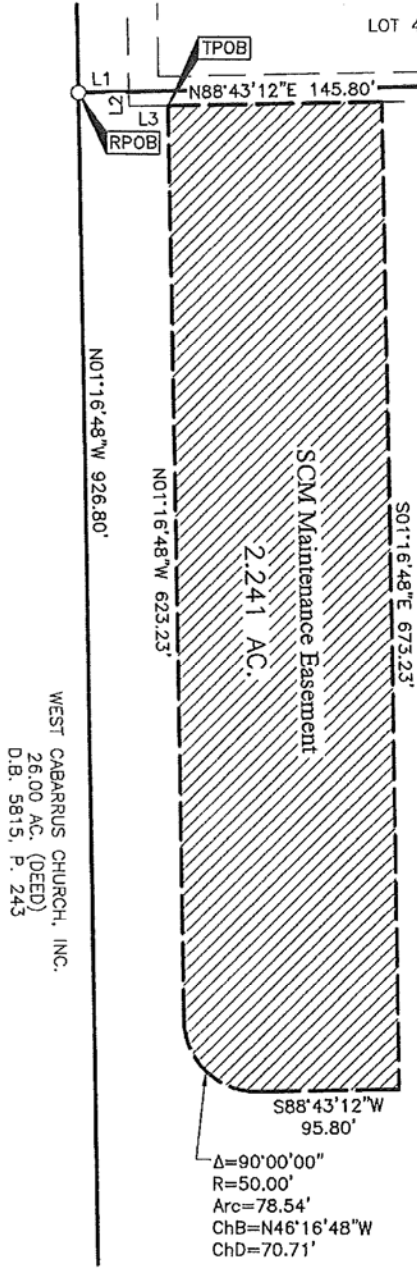
I:\20190819\DWG\04-SHEETS\EASEMENTS\20190819-16-EMH-SCM-01.DWG plotted by WEBB, TEAGUE on 10/16/2020 9:53:52 AM last saved by TWBB on 10/16/2020 9:53:48 AM



SCM MAINTENANCE EASEMENT

CITY OF CONCORD, COUNTY OF CABARRUS
STATE OF NORTH CAROLINA
PREPARED FOR: HSREI, LLC

Date: October 16, 2020 Scale: 1" = 100' Job No: 2019-0819 Sheet No: 2 of 2



Existing 20'
Access Easement
P.B. 65, P. 86

HSREI, LLC
30.000 AC. (DEED)
D.B. 5297, P. 204
D.B. 5297, P. 209

HENDRICK AUTO PLAZA
P.B. 84, P. 82

LOT 5

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | N88°43'12"E | 34.00' |
| L2 | S01°16'48"E | 10.00' |
| L3 | N88°43'12"E | 26.50' |

| NOMENCLATURE | |
|--------------|-------------|
| D.B. | - Deed Book |
| M.B. | - Map Book |
| P. | - Page |
| AC. | - Acre(s) |

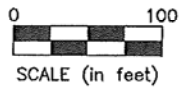
| LINE LEGEND | |
|-------------|------------------------|
| | Property Line |
| | Proposed Easement Line |
| | Existing Easement Line |

○ = I.P. SET
○ = MAG. NAIL SET
I.P. Set are 1/2" iron rebar,
18" long with cap inscribed EMHT INC.

SCM Maintenance Easement

WEST CABARRUS CHURCH, INC.
26.00 AC. (DEED)
D.B. 5815, P. 243

I:\20190819\DWG\04SHEETS\EASEMENTS\20190819-16-ESMT-SCM-01.DWG plotted by WEBB, TEGUQUE on 10/16/2020 9:52:57 AM last saved by WEBB on 10/16/2020 9:52:18 AM Xrefs:



By Edward J. Miller
Professional Surveyor
emiller@emht.com

10/16/2020
Date

Basin I



Dry Extended Detention Basin Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

The dry extended detention basin system is defined as the dry detention basin, outlet structure, pretreatment including forebays and the vegetated filter if one is provided.

This system (check one):

does does not

incorporate a vegetated filter at the outlet.

This system (check one):

does does not

incorporate pretreatment other than a forebay.

Important maintenance procedures:

- The drainage area will be managed to reduce the sediment load to the dry extended detention basin.
- Immediately after the dry extended detention basin is established, the vegetation will be watered twice weekly if needed until the plants become established (commonly six weeks).
- No portion of the dry extended detention pond will be fertilized after the first initial fertilization that is required to establish the vegetation.
- I will maintain the vegetation in and around the basin at a height of approximately six inches.
- Once a year, a dam safety expert will inspect the embankment.

After the dry extended detention basin is established, it will be inspected **once a quarter and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

| SCM element: | Potential problem: | How I will remediate the problem: |
|---|--|---|
| The entire SCM | Trash/debris is present. | Remove the trash/debris. |
| The perimeter of the dry extended detention basin | Areas of bare soil and/or erosive gullies have formed. | Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application. |

| SCM element: | Potential problem: | How I will remediate the problem: |
|--|---|--|
| The inlet device: pipe or swale | The pipe is clogged (if applicable). | Unclog the pipe. Dispose of the sediment off-site. |
| | The pipe is cracked or otherwise damaged (if applicable). | Replace the pipe. |
| | Erosion is occurring in the swale (if applicable). | Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion. |
| The forebay | Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below). | Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM. |
| | Erosion has occurred or riprap is displaced. | Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems. |
| | Weeds are present. | Remove the weeds, preferably by hand. If pesticides are used, wipe them on the plants rather than spraying. |
| The main treatment area | Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below). | Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM. Revegetate disturbed areas immediately with sod (preferred) or seed protected with securely staked erosion mat. |
| | Water is standing more than 5 days after a storm event. | Check outlet structure for clogging. If it is a design issue, consult an appropriate professional. |
| | Weeds and noxious plants are growing in the main treatment area. | Remove the plants by hand or by wiping them with pesticide (do not spray). |

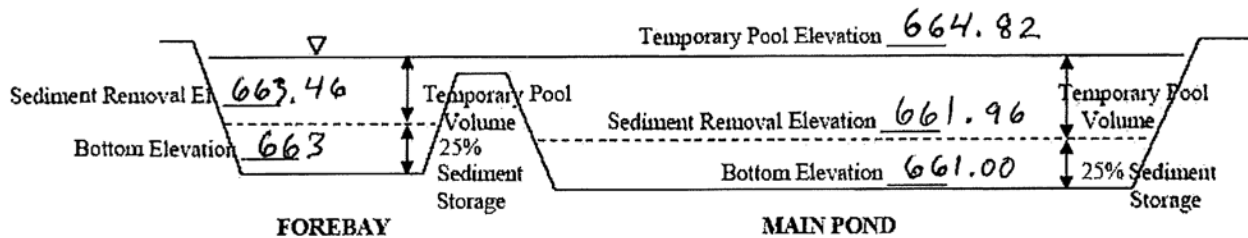
| SCM element: | Potential problem: | How I will remediate the problem: |
|----------------------------|---|--|
| The embankment | Shrubs or trees have started to grow on the embankment. | Remove shrubs or trees immediately. |
| | Grass cover is unhealthy or eroding. | Restore the health of the grass cover – consult a professional if necessary. |
| | Signs of seepage on the downstream face. | Consult a professional. |
| | Evidence of muskrat or beaver activity is present. | Use traps to remove muskrats and consult a professional to remove beavers. |
| | An annual inspection by an appropriate professional shows that the embankment needs repair. | Make all needed repairs. |
| The outlet device | Clogging has occurred. | Clean out the outlet device. Dispose of the sediment off-site. |
| | The outlet device is damaged | Repair or replace the outlet device. |
| The receiving water | Erosion or other signs of damage have occurred at the outlet. | Contact Stormwater Services at 704-920-5360. |

The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the basin depth reads 2.86 feet in the main pond, the sediment shall be removed.

When the basin depth reads 1.36 feet in the forebay, the sediment shall be removed.

BASIN DIAGRAM
(fill in the blanks)



Basin 1



Sand Filter Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the sand filter.
- Once a year, sand media will be skimmed.
- The sand filter media will be replaced whenever it fails to function properly after vacuuming.

The sand filter will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

| SCM element: | Potential problem: | How I will remediate the problem: |
|---------------------------------------|--|---|
| The entire SCM | Trash/debris is present. | Remove the trash/debris. |
| The adjacent pavement (if applicable) | Sediment is present on the pavement surface. | Sweep or vacuum the sediment as soon as possible. |
| The perimeter of the sand filter | Areas of bare soil and/or erosive gullies have formed. | Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application. |
| | Vegetation is too short or too long. | Maintain vegetation at a height of approximately six inches. |
| The flow diversion structure | The structure is clogged. | Unclog the conveyance and dispose of any sediment off-site. |
| | The structure is damaged. | Make any necessary repairs or replace if damage is too large for repair. |

| | | |
|------------------------------|---|--|
| The pretreatment area | Sediment has accumulated to a depth of greater than six inches. | Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM. |
| | Erosion has occurred. | Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems. |
| | Weeds are present. | Remove the weeds, preferably by hand. If a pesticide is used, wipe it on the plants rather than spraying. |

| SCM element: | Potential problem: | How I will remediate the problem: |
|--|---|--|
| The filter bed and underdrain collection system | Water is ponding on the surface for more than 24 hours after a storm. | Check to see if the collector system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, then consult an expert. |
| The outflow spillway and pipe | Shrubs or trees have started to grow on the embankment. | Remove shrubs and trees immediately. |
| | The outflow pipe is clogged. | Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems. |
| | The outflow pipe is damaged. | Repair or replace the pipe. |
| The receiving water | Erosion or other signs of damage have occurred at the outlet. | Contact Stormwater Services at 704-920-5360. |

Basin 2



Dry Extended Detention Basin Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

The dry extended detention basin system is defined as the dry detention basin, outlet structure, pretreatment including forebays and the vegetated filter if one is provided.

This system (check one):

does does not incorporate a vegetated filter at the outlet.

This system (check one):

does does not incorporate pretreatment other than a forebay.

Important maintenance procedures:

- The drainage area will be managed to reduce the sediment load to the dry extended detention basin.
- Immediately after the dry extended detention basin is established, the vegetation will be watered twice weekly if needed until the plants become established (commonly six weeks).
- No portion of the dry extended detention pond will be fertilized after the first initial fertilization that is required to establish the vegetation.
- I will maintain the vegetation in and around the basin at a height of approximately six inches.
- Once a year, a dam safety expert will inspect the embankment.

After the dry extended detention basin is established, it will be inspected **once a quarter and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

| SCM element: | Potential problem: | How I will remediate the problem: |
|---|--|---|
| The entire SCM | Trash/debris is present. | Remove the trash/debris. |
| The perimeter of the dry extended detention basin | Areas of bare soil and/or erosive gullies have formed. | Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application. |

| SCM element: | Potential problem: | How I will remediate the problem: |
|--|---|--|
| The inlet device: pipe or swale | The pipe is clogged (if applicable). | Unclog the pipe. Dispose of the sediment off-site. |
| | The pipe is cracked or otherwise damaged (if applicable). | Replace the pipe. |
| | Erosion is occurring in the swale (if applicable). | Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion. |
| The forebay | Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below). | Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM. |
| | Erosion has occurred or riprap is displaced. | Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems. |
| | Weeds are present. | Remove the weeds, preferably by hand. If pesticides are used, wipe them on the plants rather than spraying. |
| The main treatment area | Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below). | Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM. Revegetate disturbed areas immediately with sod (preferred) or seed protected with securely staked erosion mat. |
| | Water is standing more than 5 days after a storm event. | Check outlet structure for clogging. If it is a design issue, consult an appropriate professional. |
| | Weeds and noxious plants are growing in the main treatment area. | Remove the plants by hand or by wiping them with pesticide (do not spray). |

| SCM element: | Potential problem: | How I will remediate the problem: |
|----------------------------|---|--|
| The embankment | Shrubs or trees have started to grow on the embankment. | Remove shrubs or trees immediately. |
| | Grass cover is unhealthy or eroding. | Restore the health of the grass cover – consult a professional if necessary. |
| | Signs of seepage on the downstream face. | Consult a professional. |
| | Evidence of muskrat or beaver activity is present. | Use traps to remove muskrats and consult a professional to remove beavers. |
| | An annual inspection by an appropriate professional shows that the embankment needs repair. | Make all needed repairs. |
| The outlet device | Clogging has occurred. | Clean out the outlet device. Dispose of the sediment off-site. |
| | The outlet device is damaged | Repair or replace the outlet device. |
| The receiving water | Erosion or other signs of damage have occurred at the outlet. | Contact Stormwater Services at 704-920-5360. |

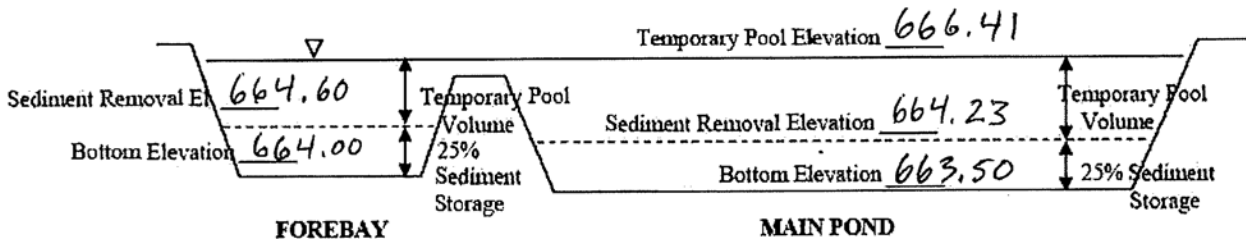
The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the basin depth reads feet in the main pond, the sediment shall be removed.

When the basin depth reads 2.18 feet in the forebay, the sediment shall be removed.

When the basin depth reads 1.81 feet in the forebay, the sediment shall be removed.

BASIN DIAGRAM
(fill in the blanks)





Sand Filter Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the sand filter.
- Once a year, sand media will be skimmed.
- The sand filter media will be replaced whenever it fails to function properly after vacuuming.

The sand filter will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

| SCM element: | Potential problem: | How I will remediate the problem: |
|---------------------------------------|--|---|
| The entire SCM | Trash/debris is present. | Remove the trash/debris. |
| The adjacent pavement (if applicable) | Sediment is present on the pavement surface. | Sweep or vacuum the sediment as soon as possible. |
| The perimeter of the sand filter | Areas of bare soil and/or erosive gullies have formed. | Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application. |
| | Vegetation is too short or too long. | Maintain vegetation at a height of approximately six inches. |
| The flow diversion structure | The structure is clogged. | Unclog the conveyance and dispose of any sediment off-site. |
| | The structure is damaged. | Make any necessary repairs or replace if damage is too large for repair. |

| | | |
|------------------------------|---|--|
| The pretreatment area | Sediment has accumulated to a depth of greater than six inches. | Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM. |
| | Erosion has occurred. | Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems. |
| | Weeds are present. | Remove the weeds, preferably by hand. If a pesticide is used, wipe it on the plants rather than spraying. |

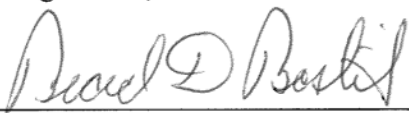
| SCM element: | Potential problem: | How I will remediate the problem: |
|--|---|--|
| The filter bed and underdrain collection system | Water is ponding on the surface for more than 24 hours after a storm. | Check to see if the collector system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, then consult an expert. |
| The outflow spillway and pipe | Shrubs or trees have started to grow on the embankment. | Remove shrubs and trees immediately. |
| | The outflow pipe is clogged. | Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems. |
| | The outflow pipe is damaged. | Repair or replace the pipe. |
| The receiving water | Erosion or other signs of damage have occurred at the outlet. | Contact Stormwater Services at 704-920-5360. |

Consent of Lienholder

Wells Fargo Bank, National Association (“Lienholder”), hereby consents to the grant of the foregoing Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement by HSREI, LLC, a North Carolina limited liability company, filed in Deed Book _____ at Page _____, and joins in the execution hereof solely as Lienholder and hereby does agree that in the event of the foreclosure of the Deed of Trust, Security Agreement, and amendments thereto recorded in Deed Book 9860, Page 273, Amendment and Restated Deed of Trust and Assignment of Rents and Leases recorded in Deed Book 14351, Page 278, the Deed of Trust and Assignment of Rents and Leases and any amendments thereto recorded in Deed Book 14351, Page 300, an Amended Deed of Trust and Security Agreement recorded in Deed Book 7250, Page 8, and Amendment to Amended Deed of Trust and Security Agreement recorded in Deed Book 9409, Page 29, the Amended and Restated Deed of Trust and Security Agreement filed in Deed Book 10758, Page 284, an Amendment to Amended and Restated Deed of Trust and Security Agreement recorded in Deed Book 11040, Page 313, a Second Amendment to Amended and Restated Deed of Trust and Security Agreement recorded in Deed Book 11853, Page 345, and the Amended and Restated Deed of Trust and Assignment of Rents and Lases recorded in Deed Book 14351, Page 333 all of the Cabarrus County Register of Deeds Office and that UCC Financing Statement filed with the North Carolina Secretary of State, File Number 202001117779A or other sale of said property described in the aforesaid documents under judicial or non-judicial proceedings, the same shall be sold subject to said Agreement and Easement.

SIGNED AND EXECUTED this 26th day of October, 2020.

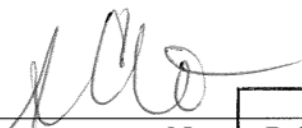
Wells Fargo Bank, National Association

By: 
Name: Brad D. Bostick
Title: Senior Vice President

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Shamecia Carter, a Notary Public in and for Mecklenburg County and State of North Carolina, do hereby certify that Bradford D. Bostick, as Senior Vice President of Wells Fargo Bank, National Association personally appeared before me this day and acknowledged to me voluntarily signed the foregoing document for the purpose stated therein.

WITNESS my hand and Notarial Seal this the 26th day of October, 2020.

My Commission Expires: 08/19/2023 

| |
|---|
| Shamecia Carter NOTARY PUBLIC Union County, NC My Commission Expires August 19, 2023 |
|---|

NORTH CAROLINA
CABARRUS COUNTY

**STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this _____ day of _____, 2020, by Niblock Homes, LLC, a North Carolina limited liability company, whose principal address is 759 Concord Parkway North, Suite 20, Concord, NC 28027 (hereinafter “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

WITNESSETH:

WHEREAS, THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON _____
_____.

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 4001 Weddington Road, Concord, NC, Cabarrus County Property Identification Number (PIN): 5610-03-2595. It being the land conveyed to Grantor by deed recorded in Book and Page 14210/237 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

WHEREAS, Grantor desires to develop or redevelop all or portions of the Property; and

WHEREAS, the Property is located within the planning jurisdiction of the City of Concord, and is subject to certain requirements set forth in the City of Concord Code of Ordinances Chapter 60, the Concord Development Ordinance, (hereafter “CCDO”), and the Concord Technical Standards Manual (hereafter “Concord Manual”); and

WHEREAS, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of an engineered stormwater control structure, namely a Wet Detention Basin, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure”

or “SCM”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

WHEREAS, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual; and

WHEREAS, Grantor has full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

NOW, THEREFORE, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit “A” titled “SCM Pond Maintenance & Access Easements for Olde Homestead prepared for Niblock Homes, LLC” and labeled “Detail “A” SCM Pond Access & Maintenance Easement 1.328 Acres 57,849 SF”**, for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as “SCM Easement”). Within the SCM Easement Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCM across that portion of the Property shown on the attached **Exhibit “A” and labeled “SCM Pond Access Easement 2.242 Acres 97,645 SF”**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor’s Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

The additional terms, conditions, and restrictions of this Agreement are:

1. The requirements pertaining to the SCM Easement is more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Wet Detention Basin Inspection and Maintenance Plan attached as **Exhibit “B”** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the “NCDENR Manual”), all of which are incorporated herein by reference as if set forth in their entireties below. Grantor agree to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by Code Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agree to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

- a. All components of the SCM and related improvements within the SCM Easement are to be kept in good working order.
- b. The components of the SCM and related improvements within the SCM Easement shall be maintained by Grantor as described in “**Exhibit B**”, the Wet Detention Basin Inspection and Maintenance Plan.

2. Upon completion of the construction of the SCM, Grantor’s N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCM and all components are constructed and initially functioning as designed. Annual inspection reports (hereinafter referred to as “Annual Report(s)”) are required each year and shall be made by Grantor on the written schedule provided to Grantor in advance by the City. The Annual Report(s) shall describe the condition and functionality of the SCM, and shall describe any maintenance performed thereon during the preceding year. The Annual Report(s) shall be submitted with the signature and seal of Grantor’s N.C. registered professional engineer conducting the inspection. If necessary, the City will provide a letter describing the maintenance necessary to keep the SCM and all components and structures related to the SCM functioning as designed and with reasonable timeframes in which to complete the maintenance. If the Annual Report(s) recommends maintenance actions, the repairs shall be made within a reasonable time as defined by the City.

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plan describes the specific actions needed to maintain the SCM.

3. Grantor represents and warrants that Grantor are financially responsible for construction, maintenance, repair and replacement of the SCM, its appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the NCDENR Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee’s name, address of the Property, transferee’s mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee’s name, address of the Property; transferee’s mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor are released from any further covenants or other obligations set forth in this Agreement.

4. If Grantor fails to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, CDO, the Concord Manual or approved Inspection and Maintenance Plan, the City of Concord may perform (but is not obligated to perform) such work as Grantor is responsible for and recover the costs thereof from Grantor.

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easement whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to maintain same and make repairs or replacements to the SCM, its appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

6. Grantor shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantor to Grantee.

7. Grantor shall, in all other respects, remain the fee owners of the Property and areas subject to the SCM Easement, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easement and this Agreement by a prior failure to act.

9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: **“Notice: The Property is subject to a Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB _____ PG ____.”** shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor may be divested of either the fee simple title to or possessory interests in the subject Property. The designation Grantor and Grantee shall include the parties, their heirs, successors and assigns; and

b. That the following statement shall be inserted in any deed or other document of conveyance:

“Title to the property hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated _____, 2020 with and for the benefit of the City of Concord, recorded in Book _____, Page _____ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

In the event that such conveyance is other than by deed, the above terms of “grantor/grantee” may be substituted by equivalent terms such as “landlord/tenant.”

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantor do covenant that Grantor is seized of said

premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that Grantor will warrant and defend the said title to the same against claims of all persons whosoever.

Title to the Property hereinabove described is subject to all enforceable deeds of trust, liens, easements, covenants and restrictions of record.

The covenants agreed hereto and the conditions imposed herein shall be binding upon Grantor and its agents, personal representatives, heirs and assigns and all other successors in interest to Grantor and shall continue as a servitude running in perpetuity with the above-described land.

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM EASEMENTS AND ACCEPTED THE SCM EASEMENTS AT THEIR MEETING OF _____, 2020 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed day and year first above written.

GRANTOR:

Niblock Homes, LLC, a North Carolina

By: _____

Name: _____

Title: _____

GRANTEE:

City of Concord, a municipal corporation

By: _____

Lloyd Wm. Payne, Jr., City Manager

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that David S. Miller personally appeared before me this day and acknowledged that he/she is the Manager/Member of Niblock Homes, LLC, a North Carolina limited liability company, and that he being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the _____ day of _____, 2020

Notary Public
My commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT was approved by the Concord City Council at its meeting held on _____ and was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the _____ day of _____, 2020.

Notary Public
My commission expires: _____



MEMORADUM

DATE: Wednesday, October 28, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Poplar Point TownHomes PH 1 MP 1
 PROJECT NUMBER: 2018-039
 DEVELOPER: Poplar Pointe Townhomes, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 1-30
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, November 12, 2020
 ONE-YEAR WARRANTY DATE: Friday, November 12, 2021

| Water Infrastructure | Quantity |
|----------------------|----------|
| 8-inch in LF | 97.00 |
| 8-inch Valves | 1 |
| 4-inch in LF | 25.00 |
| 4-inch Valves | 1 |

| Sanitary Sewer Infrastructure | Quantity |
|-------------------------------|----------|
| 8-inch in LF | 865.00 |
| Manholes as EA | 5 |



MEMORADUM

DATE: Tuesday, October 27, 2020
TO: Sue Hyde, Director of Engineering
FROM: Gary Stansbury, Construction Manager
SUBJECT: Infrastructure Acceptance
PROJECT NAME: Croffit Vitality
PROJECT NUMBER: 2014-043
DEVELOPER: Raylee, LLC
FINAL CERTIFICATION - LOT NUMBERS: Site
INFRASTRUCTURE TYPE: Water
COUNCIL ACCEPTANCE DATE: Thursday, November 12, 2020
ONE-YEAR WARRANTY DATE: Friday, November 12, 2021

| Water Infrastructure | Quantity |
|----------------------|----------|
| 6-inch in LF | 311.00 |
| 6-inch Valves | 3 |



MEMORADUM

DATE: Friday, October 9, 2020
TO: Sue Hyde, Director of Engineering
FROM: Gary Stansbury, Construction Manager
SUBJECT: Infrastructure Acceptance
PROJECT NAME: Meadows Corporation
PROJECT NUMBER: 2018-059
DEVELOPER: Fortis-Richardson, LLC
FINAL CERTIFICATION - LOT NUMBERS: Commercial Site
INFRASTRUCTURE TYPE: Water
COUNCIL ACCEPTANCE DATE: Thursday, November 12, 2020
ONE-YEAR WARRANTY DATE: Thursday, November 11, 2021

| Water Infrastructure | Quantity |
|----------------------|----------|
| 12-inch in LF | 30.00 |
| 12-inch Valves | 1 |



MEMORADUM

DATE: Tuesday, October 06, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 Cabarrus Charter Academy @ Poplar Crossing Public
 Sewer
 PROJECT NAME:
 PROJECT NUMBER: 2012-070
 DEVELOPER: Ryan Companies US, Inc.
 FINAL CERTIFICATION - LOT NUMBERS: Site
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, November 12, 2020
 ONE-YEAR WARRANTY DATE: Thursday, November 11, 2021

| Sanitary Sewer Infrastructure | Quantity |
|-------------------------------|----------|
| 8-inch in LF | 887.00 |
| Manholes as EA | 4 |



MEMORADUM

DATE: Monday, September 28, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Park View Estates PH 3 PH 3 MP 2
 PROJECT NUMBER: 2018-014
 DEVELOPER: Park View Estates, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 120-133
 INFRASTRUCTURE TYPE: Water
 COUNCIL ACCEPTANCE DATE: Thursday, November 12, 2020
 ONE-YEAR WARRANTY DATE: Thursday, November 11, 2021

| Water Infrastructure | Quantity |
|----------------------|----------|
| 2-inch in LF | 226.00 |
| 2-inch Valves | 1 |
| 8-inch in LF | 343.00 |
| Hydrants | 1 |



MEMORADUM

DATE: Tuesday, September 29, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Bedford Farms Subdivision Phase 4
 PROJECT NUMBER: 2017-046
 DEVELOPER: Niblock-Richardson Development II, LLC.
 FINAL CERTIFICATION - LOT NUMBERS: 122-169
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, November 12, 2020
 ONE-YEAR WARRANTY DATE: Thursday, November 11, 2021

| Water Infrastructure | Quantity |
|----------------------|----------|
| 8-inch in LF | 2464.00 |
| 8-inch Valves | 6 |
| 2-inch in LF | 623.00 |
| 2-inch Valves | 2 |
| Hydrants | 3 |

| Sanitary Sewer Infrastructure | Quantity |
|-------------------------------|----------|
| 8-inch in LF | 3200.00 |
| Manholes as EA | 15 |



MEMORADUM

DATE: Monday, September 28, 2020
TO: Sue Hyde, Director of Engineering
FROM: Gary Stansbury, Construction Manager
SUBJECT: Infrastructure Acceptance
PROJECT NAME: Ascendum Machinery
PROJECT NUMBER: 2019-029
DEVELOPER: Ascendum Machinery, Inc.
FINAL CERTIFICATION - LOT NUMBERS: Commercial Site
INFRASTRUCTURE TYPE: Water
COUNCIL ACCEPTANCE DATE: Thursday, November 12, 2020
ONE-YEAR WARRANTY DATE: Thursday, November 11, 2021

| Water Infrastructure | Quantity |
|----------------------|----------|
| 12-inch in LF | 64.00 |
| 12-inch Valves | 1 |

CAPITAL PROJECT ORDINANCE

Poplar Tent & Harris

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 project ordinance is hereby ordained:

SECTION 1. The project authorized is the Poplar Tent & Harris Project.

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 project:

| <u>Revenues</u> | | | | |
|-----------------|-------------------------|----------------|----------------|---------------------|
| Account | Title | Current Budget | Amended Budget | (Decrease) Increase |
| 423-4333150 | | | | |
| 423-4333150 | Payment in Lieu Streets | \$0 | \$275,000 | \$275,000 |
| | | | | \$275,000 |

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

| <u>Expenses/Expenditures</u> | | | | |
|------------------------------|--------------------|----------------|----------------|---------------------|
| Account | Title | Current Budget | Amended Budget | (Decrease) Increase |
| 8600-5811284 | | | | |
| 8600-5811284 | Poplar Tent/Harris | \$0 | \$275,000 | <u>\$275,000</u> |
| | | | | \$275,000 |

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 grant 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 adopted, copies of this grant project amendment 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 12th day of November, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11th day of June, 2020, adopt a City budget for the fiscal year beginning July 1, 2020 and ending on June 30, 2021, 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:

| | | <u>Revenues</u> | | |
|--|---------------------------|-----------------------|-----------------------|----------------------------|
| <u>Account</u> | <u>Title</u> | <u>Current Budget</u> | <u>Amended Budget</u> | <u>(Decrease) Increase</u> |
| 692-4703307 | 2020 Capital Fund Program | 0 | 1977.00 | 1977.00 |
| <i>Total Revenue Increase (Decrease)</i> | | | | 1977.00 |

| | | <u>Expenses/Expenditures</u> | | |
|--------------------------------------|---------------------------------|------------------------------|-----------------------|----------------------------|
| <u>Account</u> | <u>Title</u> | <u>Current Budget</u> | <u>Amended Budget</u> | <u>(Decrease) Increase</u> |
| 9211-5800290 | CFP General Capital Expenditure | 0 | 1977.00 | 1977.00 |
| <i>Total Exp Increase (Decrease)</i> | | | | 1977.00 |

Reason: To adopt a budget for additional Capital Fund awarded by HUD.

Adopted this 12th day of November, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

AN ORDINANCE TO AMEND FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11th day of June, 2020, adopt a City budget for the fiscal year beginning July 1, 2020 and ending on June 30, 2021, 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 | |
| 100-4354000 | Other Income | \$12,000 | \$24,500 | \$12,500 |
| Total | | | | \$12,500 |

| Account | Title | <u>Expenses/Expenditures</u> | | (Decrease) Increase |
|--------------|-----------------|------------------------------|-------------------|------------------------|
| | | Current Budget | Amended Budget | |
| 4310-5186000 | PD-Workmen Comp | \$0 | \$12,500 | \$12,500 |
| Total | | | | \$12,500 |

Reason: To recognize a \$12,500 workmen’s compensation settlement for the police department.

Adopted this 12th day of November, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11th day of June, 2020, adopt a City budget for the fiscal year beginning July 1, 2020 and ending on June 30, 2021, 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:

| | | <u>Revenues</u> | | |
|--|-------------------|-----------------|----------------|---------------------|
| Account | Title | Current Budget | Amended Budget | (Decrease) Increase |
| 210-4357500 | CARES Act Funding | 88,742 | 82,742 | (6,000) |
| <i>Total Revenue Increase (Decrease)</i> | | | | <i>(6,000)</i> |

| | | <u>Expenses/Expenditures</u> | | |
|--------------------------------------|-----------------------|------------------------------|----------------|---------------------|
| Account | Title | Current Budget | Amended Budget | (Decrease) Increase |
| 1500-5800100 | CARES Act Expenditure | 88,742 | 82,742 | (6,000) |
| <i>Total Exp Increase (Decrease)</i> | | | | <i>(6,000)</i> |

Reason: To adopt a budget amendment to correct the September 2020 budget approval for additional CARES funds awarded by HUD.

Adopted this 12th day of November, 2020.

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

July 1- September 30, 2020

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 **July 1- September 30, 2020**, are as follows:

WATER:

*The **City of Concord** initiated water distribution system extensions permitted by the City of Concord's delegated permitting 4,467 linear feet of 24-inch water lines, 270 linear feet of 12-inch water lines, 333 linear feet of 2-inch water lines, and other appurtenances to provide services to existing customers, with zero increase to the existing average domestic water demand, of treated water from the City of Concord's existing potable water distribution system.*

*The **Developer** initiated **PUBLIC** water distribution system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 2,313 linear feet of 12-inch water main, 10,938 linear feet of 8-inch water main, 1,270 linear feet of 6-inch water main, 23 linear feet of 4-inch water main, 2,851 linear feet of 2-inch water main, with valves, hydrants and other appurtenances to serve a 69 single family 4-bedroom homes with a 200-person capacity pool amenity, a 34,870 sq. ft. Adult living facility with 64 beds, a 1 Convenience-Gas Station store and a future commercial lot with a 4,080 sq. ft. commercial building, a 98,424 sq. ft. industrial building, 12 townhome units, a 339 Multifamily units consisting of 162 1-bedroom apartments, 162 2-bedroom apartments, 15 3-bedroom apartments, a 9,450 sq. ft. clubhouse, and 150-person pool, 64 single family 3-bedroom homes, 29 single family 4-bedroom residential lots, 22 3-bedroom townhomes with an average domestic, commercial, and industrial water demand of 293,435 GPD, of treated water from the City of Concord's existing potable water distribution system.*

SEWER:

*The **City of Concord** does not report any wastewater collection system extensions for this quarter.*

*The **Developer** initiated **PUBLIC** wastewater collection system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 15,579 linear feet of 8-inch sanitary sewer, with manholes and other appurtenances to serve 169 single family 4-bedroom homes with a 200-person capacity pool amenity, a 34,870 sq. ft. Adult living facility with 64 beds, 1 Convenience-Gas Station store and a future commercial lot with a 4,080 sq. ft. commercial building, 98,424 sq. ft. industrial building, 339 Multifamily units consisting of 162 1-bedroom apartments, 162 2-bedroom apartments, 15 3-bedroom apartments, a 9,450 sq. ft. clubhouse, and 150-person pool, 64 single family 3-bedroom homes, 29 single family 4-bedroom residential lots with a total average wastewater discharge of 147,290 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 July to the 30th of September, 2020**:*

Water Distribution System Extensions: July 1- September 30, 2020

Date Issued: July 7, 2020
Project Title: **Spring Meadow Subdivision**
Project #: 2019-032
Developer: Pulte Home Company, LLC
Jeremy Huntsman, Director of Land Development
11121 Carmel Commons Blvd., Suite 450
Charlotte, NC 28226
P) 704-972-0752
Email) Jeremy.huntsman@pultegroup.com

Description: Construction of approximately 7,208 linear feet of 8-inch water lines with 23 in-line valves, 1,240 linear feet of 6-inch water lines with 3 in-line valves, 1,020 linear feet of 2-inch water lines with 2 in-line valves, 11 hydrants, and other appurtenances to provide potable water to 169 single family 4-bedroom homes with a 200-person capacity pool amenity located off of Roberta Road, with an average domestic water demand of 70,100 GPD.

Date Issued: July 9, 2020
Project Title: **Howerton Avenue 2" Waterline Replacement**
Project #: 2020-049
Developer: City of Concord- Water Resources
Attn: Thomas A. Bach, Engineering Manager
PO Box 308
Concord, NC 28026
P) 704-920-5344
Email) bacht@concordnc.gov

Description: Construction of approximately 333 linear feet of 2-inch water lines with 1 in-line valve and other appurtenances to replace the existing water main located on Howerton Avenue, from the intersection with Powder Street to the road end with zero increase to the existing average domestic water demand.

Date Issued: July 29, 2020
Project Title: **Rocky Mill Manor**
Project #: 2020-053
Developer: Cabarrus Propco, LLC
Charles E. Trefzger, Manager
P.O. Box 2568
Hickory, NC 28603
P) 828-322-5535
Email) cet@affinitylivinggroup.com

Description: Construction of approximately 80 linear feet of 8-inch water lines, 18 linear feet of 6-inch water lines with 1 in-line valve, 1 hydrant, and other appurtenances to provide potable water to an 34,870 sq. ft. Adult living facility with 64 beds located off of Rocky River Road and Drake Mill Lane SW, with a commercial wastewater discharge of 7,680 GPD.

Date Issued: July 29, 2020
Project Title: **7-Eleven (C-Store) at Harris Rd & Ellenwood Rd**
Project #: 2020-010
Developer: C4 CStore Holdings II, LLC
Timothy Sittema, Manager
121 West Trade Street, Suite 2550
Charlotte, NC 28202
P) 704-561-5200
Email) misaac@csere.com

Description: Construction of approximately 12 linear feet of 6-inch water lines with 1 in-line valve, 1 hydrant, and other appurtenances to provide potable water to 1 Convenience-Gas Station store and a future commercial lot with a 4,080 sq. ft. commercial building located off of intersection of Ellenwood Rd. and Harris Rd., with a commercial water demand of 12,950 GPD.

Date Issued: August 5, 2020
Project Title: **The Grounds at Concord- Roadway Infrastructure**
Project #: 2020-044
Developer: Bootsmead Lease Co., LLC
Wellford Tabor
2820 Selwyn Avenue, Suite 550
Charlotte, NC 28209
P) 704-973-9933
Email) tkorona@keenlandcapital.com

Description: Construction of approximately 1,708 linear feet of 12-inch water lines with 4 in-line valves, 775 linear feet of 8-inch water lines with 2 in-line valves, 23 linear feet of 4-inch water lines with 1 in-line valve, 4 hydrants, and other appurtenances to provide potable water to a 98,424 sq. ft. industrial building located off of George W. Liles Pkwy, with an industrial wastewater discharge of 10,080 GPD.

Date Issued: August 5, 2020
Project Title: **Wilkinson Court Townhomes**
Project #: 2020-016
Developer: Sherwood Development Group, LLC
Justin Mueller, Managing Member
1151 Biscayne Drive
Concord, NC 28027
P) 704-578-5688
E) justin@sdgcarolinas.com

Description: Construction of approximately 379 linear feet of 2-inch water lines with 2 in-line valves, and other appurtenances to provide potable water to 12 townhome units located off of Wilkinson Court SE., with an average domestic water demand of 4,800 GPD.

Date Issued: August 10, 2020
Project Title: **The Addison Apartments**
Project #: 2020-006
Developer: Contravest Development Partners, LLC
Mark Ogier, President
237 South Westmonte Drive, Suite 140
Alamonte Springs, FL 32714
P) 407-936-7159
Email) mogier@contravesst.com

Description: Construction of approximately 605 linear feet of 12-inch water lines with 3 in-line valves, 54 linear feet of 8-inch water lines with 1 in-line valve, 1 hydrant, and other appurtenances to provide potable water to a 339 Multifamily units consisting of 162 1-bedroom apartments, 162 2-bedroom apartments, 15 3-bedroom apartments, a 9,450 sq. ft. clubhouse, and 150-person pool located at the intersection of Weddington Road and Old Holland Road, with an average domestic water demand of 141,825 GPD.

Date Issued: August 27, 2020
Project Title: **Tucker's Walk Townhome Phase 2**
Project #: 2019-053
Developer: Streetscape Land Properties, LLC
Attn: Mr. David Miller, Raley Miller Properties Partner
10815 Sikes Place, Suite # 300
Charlotte, NC 28277
P) 704-321-1000
Email) david@raleymiller.com

Description: Construction of approximately 1,426 linear feet of 8-inch water lines with 11 in-line valves, 528 linear feet of 2-inch water lines with 3 in-line valves, 3 hydrants, and other appurtenances to provide potable water to serve 64 single family 3-bedroom homes located off Harris Road with a domestic water demand of 25,600 GPD.

Date Issued: September 10, 2020
Project Title: **Hannah's Meadow**
Project #: 2019-046
Developer: Hannah Meadow, LLC
Randall Nassar, Managing Partner
2208 Duxbak Lane
Waxhaw, NC 28173
P) 704-361-1356
Email) rnassar@brookwoodhomebuidling.com

Description: Construction of approximately 1,395 linear feet of 8-inch water lines with 6 in-line valves, 319 linear feet of 2-inch water lines with 1 in-line valve, 3 hydrants, and other appurtenances to provide potable water to 29 single family 4-bedroom residential lots located off of Pitts School Road with an average domestic water demand of 11,600 GPD.

Date Issued: September 14, 2020
Project Title: **Poplar Tent Road 24-inch Water Main Extension**
Project #: 2018-026
Developer: City of Concord Water Resources
Mr. Thomas A. Bach, PE
Engineering Manager
PO Box 308
Concord, NC 28026-0308
P) 704-920-5344
bacht@concordnc.gov

Description: Construction of approximately 4,467 linear feet of 24-inch water lines with 4 in-line valves, 270 linear feet of 12-inch water lines with 1 in-line valve, 3 hydrants, and other appurtenances to complete a hydraulic loop within the water distribution system located on Poplar Tent Road and Rock Hill Church Road with zero increase to the average water demand on the water system.

Date Issued: September 25, 2020
Project Title: **Woodsdale Place Townhomes (Greenway)**
Project #: 2020-063
Developer: Sherwood Development Group, LLC
Justin Mueller, Member Manager
1151 Biscayne Drive
Concord, NC 28027
P) 704-578-5688
Email) justin@sdgcarolinas.com

Description: Construction of approximately 605 linear feet of 2-inch water lines with 2 in-line valves, and other appurtenances to provide potable water to 22 3-bedroom townhomes located off of Woodsdale Place SE and McEachern Greenway with an average domestic water demand of 8,800 GPD.

Wastewater Distribution System Extensions: July 1- September 30, 2020

| | |
|----------------|---|
| Date Issued: | July 7, 2020 |
| Project Title: | Spring Meadow Subdivision |
| Project # | 2019-032 |
| Developer: | Pulte Home Company, LLC Jeremy Huntsman, Director of Land Development 11121 Carmel Commons Blvd., Suite 450 Charlotte, NC 28226 P) 704-972-0752 Email) Jeremy.huntsman@pultegroup.com |
| Description: | Construction of approximately 7,567 linear feet of 8-inch sanitary sewer with 41 manholes and other appurtenances to serve 169 single family 4-bedroom homes with a 200-person capacity pool amenity located off of Roberta Road, with a domestic wastewater discharge of 83,120 GPD. |

| | |
|----------------|--|
| Date Issued: | July 29, 2020 |
| Project Title: | Rocky Mill Manor |
| Project # | 2020-053 |
| Developer: | Cabarrus Propco, LLC Charles E. Trefzger, Manager P.O. Box 2568 Hickory, NC 28603 P) 828-322-5535 Email) cet@affinitylivinggroup.com |
| Description: | Construction of approximately 388 linear feet of 8-inch sanitary sewer with 2 manholes and other appurtenances to serve 34,870 sq. ft. Adult living facility with 64 beds located off of Rocky River Road and Drake Mill Lane SW, with a commercial wastewater discharge of 7,680 GPD. |

| | |
|----------------|--|
| Date Issued: | July 29, 2020 |
| Project Title: | 7-Eleven (C-Store) at Harris Rd & Ellenwood Rd |
| Project # | 2020-010 |
| Developer: | C4 CStore Holdings II, LLC Timothy Sittema, Manager 121 West Trade Street, Suite 2550 Charlotte, NC 28202 P) 704-561-5200 Email) misaac@csere.com |
| Description: | Construction of approximately 406 linear feet of 8-inch sanitary sewer with 2 manholes and other appurtenances to serve 1 Convenience-Gas Station store and a future commercial lot with a 4,080 sq. ft. commercial building located off of intersection of Ellenwood Rd. and Harris Rd., with a commercial wastewater discharge of 9,450 GPD. |

Date Issued: August 5, 2020
Project Title: **The Grounds at Concord- Roadway Infrastructure**
Project #: 2020-044
Developer: Bootsmead Lease Co., LLC
Wellford Tabor
2820 Selwyn Avenue, Suite 550
Charlotte, NC 28209
P) 704-973-9933
Email) tkorona@keenlandcapital.com

Description: Construction of approximately 972 linear feet of 8-inch sanitary sewer with 6 manholes and other appurtenances to serve a 98,424 sq. ft. industrial building located off of George W. Liles Pkwy, with an industrial wastewater discharge of 10,080 GPD.

Date Issued: August 10, 2020
Project Title: **The Addison Apartments**
Project #: 2020-006
Developer: Contravest Development Partners, LLC
Mark Ogier, President
237 South Westmonte Drive, Suite 140
Alamonte Springs, FL 32714
P) 407-936-7159
Email) mogier@contravesst.com

Description: Construction of approximately 1,572 linear feet of 8-inch sanitary sewer with 7 manholes and other appurtenances to serve 339 Multifamily units consisting of 162 1-bedroom apartments, 162 2-bedroom apartments, 15 3-bedroom apartments, a 9,450 sq. ft. clubhouse, and 150-person pool located at the intersection of Weddington Road and Old Holland Road, with no increase in the domestic wastewater flow. *The domestic wastewater of 89,385 GPD will be allocated in the NCDEQ private sewer permit.*

Date Issued: August 27, 2020
Project Title: **Tucker's Walk Townhome Phase 2- Modification 2**
Project #: 2019-053
Developer: Streetscape Land Properties, LLC
Attn: Mr. David Miller, Raley Miller Properties Partner
10815 Sikes Place, Suite # 300
Charlotte, NC 28277
P) 704-321-1000
Email) david@raleymiller.com

Description: Construction of approximately 2,313 linear feet of 8-inch sanitary sewer with 13 manholes and other appurtenances to serve 64 single family 3-bedroom homes located off Harris Road with a domestic wastewater discharge of 23,040 GPD.

Date Issued: September 10, 2020
Project Title: **Hannah's Meadow**
Project #: 2019-046
Developer: Hannah Meadow, LLC
Randall Nassar, Managing Partner
2208 Duxbak Lane
Waxhaw, NC 28173
P) 704-361-1356
Email) rnassar@brookwoodhomebuilding.com

Description: Construction of approximately 2,361 linear feet of 8-inch sanitary sewer with 12 manholes and other appurtenances to serve 29 single family 4-bedroom residential lots located off of Pitts School Road, with a domestic wastewater discharge of 13,920 GPD.

IDENTITY THEFT PREVENTION PROGRAM INCIDENT REPORT

CITY OF CONCORD

It is the policy of the City of concord to provide an Identity Theft Prevention Program for customers and coworkers. The purpose of this report is to provide continued evaluation for the effectiveness of current policies and procedures in compliance with the FACTact. This document will be used to drive recommendations for changes to the program due to evolving risk and methods of theft.

This document will also be used to report incidents that have taken place since the last reporting period.

Recommendations: None

Incidents: November 2019– October 2020.

| Date | Coworker | Incident | City Response | Mitigation |
|-------------------------------------|------------------------------|---|---|---|
| Sept. 2020 180 Buffalo Ave NW | Nicole Drake & Tammy Linn | Provided fraudulent application information in order to have service put into a company name where he previously worked at 4 separate addresses | Followed up with company who confirmed they did not own these homes nor should utilities have ever been put in their name. Transferred balance to customer’s home account and contact him regarding procedure. Closed out these utility accounts in the business name. | Continue to require proper documentation. If leased – must require a lease agreement even when it is a business. |
| Sept. 2020 286 Bay Ave NW | | | | |
| Sept. 2020 388 Groff St NW | | | | |
| October 2020 130 Lore St SW | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Tax Report for Fiscal Year 2020-2021

FINAL REPORT

September

Property Tax Receipts- Munis

| | |
|------------------|---------------------|
| 2020 BUDGET YEAR | 3,242,115.66 |
| 2019 | 17,017.04 |
| 2018 | 2,019.14 |
| 2017 | 545.35 |
| 2016 | 930.03 |
| 2015 | 106.08 |
| 2014 | 506.86 |
| 2013 | 197.04 |
| 2012 | 382.28 |
| 2011 | 127.68 |
| Prior Years | 204.96 |
| Interest | 2,735.43 |
| Refunds | |
| | <u>3,266,887.55</u> |

Vehicle Tax Receipts- County

| | |
|--------------------|-------------------|
| 2020 BUDGET YEAR | 440,981.17 |
| 2019 | |
| 2018 | |
| 2017 | |
| 2016 | |
| 2015 | |
| 2014 | |
| Prior Years | |
| Penalty & Interest | 2,359.52 |
| Refunds | |
| | <u>443,340.69</u> |

Fire District Tax - County

| | |
|------------------|-----------|
| 2019 BUDGET YEAR | 20,773.98 |
|------------------|-----------|

Less: Collection Fee from County

| | |
|-----------------------------------|---------------------|
| Net Ad Valorem Collections | <u>3,731,002.22</u> |
|-----------------------------------|---------------------|

| | |
|--|-------------------|
| 423:Vehicle Tag Fee-Transportation Impr Fund | 36,907.20 |
| 100:Vehicle Tag Fee | 149,865.60 |
| 292:Vehicle Tag Fee-Transportation Fund | 36,907.20 |
| Less Collection Fee - Transit | |
| Net Vehicle Tag Collection | <u>223,680.00</u> |

| | |
|--------------------------------|---------------|
| Privilege License | 115.00 |
| Prepaid Privilege Licenses | |
| Privilege License interest | |
| Total Privilege License | <u>115.00</u> |

| | |
|-----------------------------------|-----------------|
| Oakwood Cemetery current | 1,050.00 |
| Oakwood Cemetery endowment | - |
| Rutherford Cemetery current | 3,883.35 |
| Rutherford Cemetery endowment | 1,266.65 |
| West Concord Cemetery current | 525.00 |
| West Concord Cemetery endowment | - |
| Total Cemetery Collections | <u>6,725.00</u> |

| | |
|--------------------------|------------------------|
| Total Collections | <u>\$ 3,961,522.22</u> |
|--------------------------|------------------------|

| | |
|--|-------------------|
| Current Year | |
| Original Scroll | |
| Levy | |
| Penalty | |
| Adjustments | |
| Public Service | |
| Levy | |
| Penalty | |
| Discoveries/Annex | 99,015.22 |
| Discovery Penalty | 27,381.35 |
| Total Amount Invoiced - Monthly | <u>126,396.57</u> |
| Total Amount Invoiced - YTD | 62,820,484.00 |

| | |
|-----------------------------------|-------------------|
| Current Year | |
| Less Abatements (Releases) | |
| Real | 245,616.97 |
| Personal | |
| Discovery | |
| Penalty - all | |
| Total Abatements | <u>245,616.97</u> |

| | |
|---|---------------|
| Adjusted Amount Invoiced - monthly | (119,220.40) |
| Adjusted Amount Invoiced - YTD | 62,552,427.19 |

| | |
|--|---------------------|
| Current Levy Collected | 3,242,115.66 |
| Levy Collected from previous years | 22,036.46 |
| Penalties & Interest Collected | 2,735.43 |
| Current Month Write Off - Debit/Credit | - |
| Total Monthly Collected | <u>3,266,887.55</u> |
| Total Collected - YTD | 9,232,854.37 |

Total Collected - net current levy -YTD 9,104,892.38

Percentage of Collected -current levy 14.56%

Amount Uncollected - current year levy 53,447,534.81

Percentage of Uncollected - current levy 85.44%

100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of September 2020

| RELEASES | | |
|------------------|----|-------------------|
| CITY OF CONCORD | \$ | 245,616.97 |
| CONCORD DOWNTOWN | \$ | - |

| REFUNDS | | |
|------------------|----|---|
| CITY OF CONCORD | \$ | - |
| CONCORD DOWNTOWN | \$ | - |

| DISCOVERIES | | | | | | | |
|--------------------|----------------|-------------------|-------------------|--------|---------------------|---------------------|--|
| CITY OF CONCORD | | | | | | | |
| TaxYear | Real | Personal | Total | Rate | Calculated | Penalties | |
| 2015 | 0 | 1,958,567 | 1,958,567 | 0.0048 | 9,401.12 | 4,847.14 | |
| 2016 | 0 | 2,798,588 | 2,798,588 | 0.0048 | 13,433.22 | 5,550.86 | |
| 2017 | 0 | 3,251,600 | 3,251,600 | 0.0048 | 15,607.68 | 5,186.58 | |
| 2018 | 0 | 4,679,489 | 4,679,489 | 0.0048 | 22,461.55 | 6,508.98 | |
| 2019 | 208,380 | 4,560,402 | 4,768,782 | 0.0048 | 22,890.15 | 4,126.01 | |
| 2020 | 389,380 | 2,781,764 | 3,171,144 | 0.0048 | 15,221.49 | 1,161.78 | |
| Total | 597,760 | 20,030,410 | 20,628,170 | | \$ 99,015.22 | \$ 27,381.35 | |
| 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 | |
| Total | 0 | 0 | 0 | | \$ - | \$ - | |

City of Concord
Portfolio Holdings
Monthly Investments to Council
Report Format: By C U S I P / Ticker
Group By: Security Type
Average By: Cost Value
Portfolio / Report Group: All Portfolios
As of 9/30/2020

| Description | CUSIP/Ticker | Face Amount/Shares | Cost Value | Maturity Date | YTM @ Cost | % of Portfolio | Settlement Date | Cost Price | Days To Maturity |
|--------------------------------------|--------------|--------------------|---------------|---------------|------------|----------------|-----------------|------------|------------------|
| Commercial Paper | | | | | | | | | |
| CP BANCO SANTANDER SA 0 3/4/2021 | 05970RQ40 | 5,000,000.00 | 4,986,388.89 | 03/04/2021 | 0.401 | 1.42 | N/A | 99.727778 | 155 |
| CP BARCLAYS BANK 0 2/19/2021 | 06742VHX2 | 5,000,000.00 | 4,976,319.44 | 02/19/2021 | 0.623 | 1.41 | N/A | 99.526389 | 142 |
| CP CHESHAM 0 10/22/2020 | 16536HKN0 | 5,000,000.00 | 4,939,206.94 | 10/22/2020 | 1.711 | 1.40 | N/A | 98.784139 | 22 |
| CP CREDIT SUISSE 0 1/29/2021 | 2254EANV1 | 5,000,000.00 | 4,982,570.83 | 01/29/2021 | 0.472 | 1.41 | N/A | 99.651417 | 121 |
| CP CREDIT SUISSE 0 5/17/2021 | 2254EASH7 | 5,000,000.00 | 4,991,406.94 | 05/17/2021 | 0.230 | 1.42 | N/A | 99.828139 | 229 |
| CP LLOYDS BANK CORP 0 12/10/2020 | 53948AMA6 | 5,000,000.00 | 4,991,027.78 | 12/10/2020 | 0.381 | 1.42 | N/A | 99.820556 | 71 |
| CP LLOYDS BANK CORP 0 6/22/2021 | 53948ATN1 | 5,000,000.00 | 4,991,841.67 | 06/22/2021 | 0.220 | 1.42 | N/A | 99.836833 | 265 |
| CP NATIXIS 0 12/18/2020 | 63873JMJ6 | 5,000,000.00 | 4,960,488.89 | 12/18/2020 | 1.129 | 1.41 | N/A | 99.209778 | 79 |
| CP NATIXIS NY 0 3/19/2021 | 63873JQK9 | 5,000,000.00 | 4,990,705.55 | 03/19/2021 | 0.281 | 1.42 | N/A | 99.814111 | 170 |
| CP PRUDENTIAL PLC 0 10/26/2020 | 7443M2KS4 | 5,000,000.00 | 4,952,272.22 | 10/26/2020 | 1.434 | 1.41 | N/A | 99.045444 | 26 |
| CP SALVATION ARMY 0 2/11/2021 | 79584RPB8 | 5,000,000.00 | 4,994,408.33 | 02/11/2021 | 0.220 | 1.42 | N/A | 99.888167 | 134 |
| CP TOYOTA MOTOR CREDIT 0 11/19/2020 | 89233GLK0 | 5,000,000.00 | 4,961,422.22 | 11/19/2020 | 1.129 | 1.41 | N/A | 99.228444 | 50 |
| Sub Total / Average Commercial Paper | | 60,000,000.00 | 59,718,059.70 | | 0.684 | 16.95 | | 99.531368 | 122 |
| FFCB Bond | | | | | | | | | |
| FFCB 0.2 8/19/2022-21 | 3133EL4H4 | 5,000,000.00 | 5,000,000.00 | 08/19/2022 | 0.200 | 1.42 | N/A | 100 | 688 |
| FFCB 0.22 7/21/2022-21 | 3133ELW67 | 5,000,000.00 | 4,997,500.00 | 07/21/2022 | 0.245 | 1.42 | N/A | 99.95 | 659 |
| FFCB 0.32 8/10/2023-21 | 3133EL3E2 | 5,000,000.00 | 5,000,000.00 | 08/10/2023 | 0.320 | 1.42 | N/A | 100 | 1,044 |
| FFCB 0.43 9/10/2024-20 | 3133EL6V1 | 5,000,000.00 | 5,000,000.00 | 09/10/2024 | 0.430 | 1.42 | N/A | 100 | 1,441 |
| FFCB 0.53 9/29/2025-21 | 3133EMBH4 | 5,000,000.00 | 5,000,000.00 | 09/29/2025 | 0.530 | 1.42 | N/A | 100 | 1,825 |
| FFCB 0.8 4/22/2024-21 | 3133ELXC3 | 5,000,000.00 | 5,000,000.00 | 04/22/2024 | 0.800 | 1.42 | N/A | 100 | 1,300 |
| FFCB 1.24 3/10/2023-21 | 3133ELRZ9 | 5,000,000.00 | 5,000,000.00 | 03/10/2023 | 1.240 | 1.42 | N/A | 100 | 891 |
| FFCB 1.48 3/10/2026-21 | 3133ELSC9 | 5,000,000.00 | 5,000,000.00 | 03/10/2026 | 1.480 | 1.42 | N/A | 100 | 1,987 |
| FFCB 1.55 3/30/2027-23 | 3133ELUN2 | 5,000,000.00 | 5,000,000.00 | 03/30/2027 | 1.550 | 1.42 | N/A | 100 | 2,372 |
| FFCB 1.69 2/12/2024-21 | 3133ELMJ0 | 5,000,000.00 | 4,999,500.00 | 02/12/2024 | 1.693 | 1.42 | N/A | 99.99 | 1,230 |
| FFCB 1.7 9/27/2022-21 | 3133EKS31 | 5,000,000.00 | 5,000,000.00 | 09/27/2022 | 1.700 | 1.42 | N/A | 100 | 727 |
| FFCB 1.71 11/25/2022-20 | 3133ELAU8 | 5,000,000.00 | 5,000,000.00 | 11/25/2022 | 1.710 | 1.42 | N/A | 100 | 786 |
| FFCB 1.89 3/2/2027-21 | 3133ELQH0 | 5,000,000.00 | 5,000,000.00 | 03/02/2027 | 1.890 | 1.42 | N/A | 100 | 2,344 |

| | | | | | | | | | |
|--------------------------------|-----------|---------------|---------------|------------|-------|-------|-----|------------|-------|
| FFCB 1.89 9/27/2024-21 | 3133EKU20 | 5,000,000.00 | 5,000,000.00 | 09/27/2024 | 1.890 | 1.42 | N/A | 100 | 1,458 |
| FFCB 1.93 10/30/2023-20 | 3133EK4A1 | 5,000,000.00 | 5,000,000.00 | 10/30/2023 | 1.930 | 1.42 | N/A | 100 | 1,125 |
| Sub Total / Average FFCB Bond | | 75,000,000.00 | 74,997,000.00 | | 1.174 | 21.28 | | 99.996002 | 1,325 |
| FHLB Bond | | | | | | | | | |
| FHLB 0.3 9/29/2023-21 | 3130AK3S3 | 5,000,000.00 | 5,000,000.00 | 09/29/2023 | 0.300 | 1.42 | N/A | 100 | 1,094 |
| FHLB 0.44 6/29/2023-20 | 3130AJPW3 | 5,000,000.00 | 5,000,000.00 | 06/29/2023 | 0.440 | 1.42 | N/A | 100 | 1,002 |
| FHLB 0.45 8/27/2024-20 | 3130AJZH5 | 5,000,000.00 | 5,000,000.00 | 08/27/2024 | 0.450 | 1.42 | N/A | 100 | 1,427 |
| FHLB 0.825 8/17/2027-21 | 3130AJXH7 | 5,000,000.00 | 4,986,250.00 | 08/17/2027 | 0.866 | 1.41 | N/A | 99.725 | 2,512 |
| FHLB 1.55 3/25/2024-21 | 3130AJAX7 | 5,000,000.00 | 5,000,000.00 | 03/25/2024 | 1.550 | 1.42 | N/A | 100 | 1,272 |
| FHLB 1.77 7/22/2024-21 | 3130AHWG4 | 5,000,000.00 | 5,000,000.00 | 07/22/2024 | 1.770 | 1.42 | N/A | 100 | 1,391 |
| FHLB 1.875 10/28/2024-21 | 3130AHUU5 | 5,000,000.00 | 5,000,000.00 | 10/28/2024 | 1.875 | 1.42 | N/A | 100 | 1,489 |
| FHLB 1.875 11/29/2021 | 3130AABG2 | 875,000.00 | 853,965.00 | 11/29/2021 | 2.721 | 0.24 | N/A | 97.596 | 425 |
| FHLB 1.9 11/27/2020-18 | 3130ACTU8 | 5,000,000.00 | 4,995,000.00 | 11/27/2020 | 1.935 | 1.42 | N/A | 99.9 | 58 |
| FHLB 2.32 11/1/2029-22 | 3130AHEU3 | 5,000,000.00 | 5,000,000.00 | 11/01/2029 | 2.320 | 1.42 | N/A | 100 | 3,319 |
| FHLB 3 10/12/2021 | 3130AF5B9 | 880,000.00 | 905,660.34 | 10/12/2021 | 1.634 | 0.26 | N/A | 102.915948 | 377 |
| Sub Total / Average FHLB Bond | | 46,755,000.00 | 46,740,875.34 | | 1.312 | 13.26 | | 99.972555 | 1,465 |
| FHLMC Bond | | | | | | | | | |
| FHLMC 0.25 6/26/2023 | 3137EAES4 | 3,220,000.00 | 3,219,567.60 | 06/26/2023 | 0.254 | 0.91 | N/A | 99.986726 | 999 |
| FHLMC 0.25 7/28/2022-21 | 3134GWAP1 | 5,000,000.00 | 5,000,000.00 | 07/28/2022 | 0.250 | 1.42 | N/A | 100 | 666 |
| FHLMC 0.27 5/19/2022-21 | 3134GVWZ7 | 5,000,000.00 | 5,000,000.00 | 05/19/2022 | 0.270 | 1.42 | N/A | 100 | 596 |
| FHLMC 0.3 6/30/2022-21 | 3134GV2M9 | 5,000,000.00 | 5,000,000.00 | 06/30/2022 | 0.300 | 1.42 | N/A | 100 | 638 |
| FHLMC 0.3 8/26/2022-21 | 3134GVYZ5 | 5,000,000.00 | 5,000,000.00 | 08/26/2022 | 0.300 | 1.42 | N/A | 100 | 695 |
| FHLMC 0.35 11/18/2022-21 | 3134GVVY1 | 5,000,000.00 | 5,000,000.00 | 11/18/2022 | 0.350 | 1.42 | N/A | 100 | 779 |
| FHLMC 0.35 9/22/2022-20 | 3134GVV54 | 5,000,000.00 | 5,000,000.00 | 09/22/2022 | 0.350 | 1.42 | N/A | 100 | 722 |
| FHLMC 0.375 11/4/2022-20 | 3134GVQU5 | 5,000,000.00 | 5,000,000.00 | 11/04/2022 | 0.375 | 1.42 | N/A | 100 | 765 |
| FHLMC 0.375 2/21/2023-21 | 3134GVXB9 | 5,000,000.00 | 5,000,000.00 | 02/21/2023 | 0.375 | 1.42 | N/A | 100 | 874 |
| FHLMC 0.375 4/14/2023-21 | 3134GV4N5 | 5,000,000.00 | 5,000,000.00 | 04/14/2023 | 0.375 | 1.42 | N/A | 100 | 926 |
| FHLMC 0.375 4/20/2023 | 3137EAEQ8 | 1,290,000.00 | 1,291,301.24 | 04/20/2023 | 0.341 | 0.37 | N/A | 100.100871 | 932 |
| FHLMC 0.45 3/17/2023-20 | 3134GVP69 | 5,000,000.00 | 5,000,000.00 | 03/17/2023 | 0.450 | 1.42 | N/A | 100 | 898 |
| FHLMC 0.8 7/14/2026-21 | 3134GV5T1 | 5,000,000.00 | 5,000,000.00 | 07/14/2026 | 0.800 | 1.42 | N/A | 100 | 2,113 |
| FHLMC 1 4/21/2025-21 | 3134GVLE6 | 5,000,000.00 | 5,000,000.00 | 04/21/2025 | 1.000 | 1.42 | N/A | 100 | 1,664 |
| FHLMC 1.25 3/26/2025-21 | 3134GVHG6 | 5,000,000.00 | 5,000,000.00 | 03/26/2025 | 1.250 | 1.42 | N/A | 100 | 1,638 |
| FHLMC 1.875 3/28/2024-21 | 3134GUEN6 | 5,000,000.00 | 5,000,000.00 | 03/28/2024 | 1.875 | 1.42 | N/A | 100 | 1,275 |
| FHLMC 2.25 11/24/2020-18 | 3134GBX56 | 5,000,000.00 | 5,014,000.00 | 11/24/2020 | 2.151 | 1.42 | N/A | 100.28 | 55 |
| FHLMC 2.375 1/13/2022 | 3137EADB2 | 2,175,000.00 | 2,166,191.35 | 01/13/2022 | 2.520 | 0.61 | N/A | 99.595007 | 470 |
| FHLMC 2.75 6/19/2023 | 3137EAEN5 | 1,225,000.00 | 1,317,965.25 | 06/19/2023 | 0.244 | 0.37 | N/A | 107.589 | 992 |
| Sub Total / Average FHLMC Bond | | 82,910,000.00 | 83,009,025.44 | | 0.716 | 23.56 | | 100.127892 | 943 |
| FNMA Bond | | | | | | | | | |

| | | | | | | | | | |
|--|-----------|----------------|----------------|------------|-------|-------|-----|------------|-------|
| FNMA 0.31 8/17/2023-22 | 3136G4K51 | 5,000,000.00 | 5,000,000.00 | 08/17/2023 | 0.310 | 1.42 | N/A | 100 | 1,051 |
| FNMA 0.4 7/20/2023-21 | 3136G4ZS5 | 5,000,000.00 | 5,000,000.00 | 07/20/2023 | 0.400 | 1.42 | N/A | 100 | 1,023 |
| FNMA 0.42 7/7/2023-21 | 3136G4YJ6 | 5,000,000.00 | 5,000,000.00 | 07/07/2023 | 0.420 | 1.42 | N/A | 100 | 1,010 |
| FNMA 0.43 6/30/2023-21 | 3136G4XS7 | 5,000,000.00 | 5,000,000.00 | 06/30/2023 | 0.430 | 1.42 | N/A | 100 | 1,003 |
| FNMA 0.455 8/27/2024-21 | 3136G4Y72 | 5,000,000.00 | 5,000,000.00 | 08/27/2024 | 0.455 | 1.42 | N/A | 100 | 1,427 |
| FNMA 0.55 8/19/2025-22 | 3136G4H63 | 5,000,000.00 | 5,000,000.00 | 08/19/2025 | 0.550 | 1.42 | N/A | 100 | 1,784 |
| FNMA 0.58 8/25/2025-22 | 3136G4J20 | 5,000,000.00 | 5,000,000.00 | 08/25/2025 | 0.580 | 1.42 | N/A | 100 | 1,790 |
| FNMA 0.6 4/20/2023-21 | 3136G4UZ4 | 5,000,000.00 | 5,000,000.00 | 04/20/2023 | 0.600 | 1.42 | N/A | 100 | 932 |
| FNMA 0.7 7/14/2025-21 | 3136G4YH0 | 5,000,000.00 | 5,000,000.00 | 07/14/2025 | 0.700 | 1.42 | N/A | 100 | 1,748 |
| FNMA 1.25 8/17/2021 | 3135G0N82 | 770,000.00 | 738,091.20 | 08/17/2021 | 2.724 | 0.21 | N/A | 95.856 | 321 |
| FNMA 1.375 10/7/2021 | 3135G0Q89 | 2,675,000.00 | 2,556,023.37 | 10/07/2021 | 2.961 | 0.73 | N/A | 95.552298 | 372 |
| FNMA 1.375 9/6/2022 | 3135G0W33 | 300,000.00 | 298,497.00 | 09/06/2022 | 1.568 | 0.08 | N/A | 99.499 | 706 |
| FNMA 1.8 10/28/2022-20 | 3135G0W74 | 5,000,000.00 | 5,000,000.00 | 10/28/2022 | 1.800 | 1.42 | N/A | 100 | 758 |
| FNMA 1.875 4/5/2022 | 3135G0T45 | 2,005,000.00 | 1,989,331.01 | 04/05/2022 | 2.147 | 0.56 | N/A | 99.223064 | 552 |
| FNMA 2 10/5/2022 | 3135G0T78 | 3,805,000.00 | 3,857,482.35 | 10/05/2022 | 1.511 | 1.09 | N/A | 101.379763 | 735 |
| FNMA 2.25 4/12/2022 | 3135G0V59 | 960,000.00 | 969,734.40 | 04/12/2022 | 1.871 | 0.28 | N/A | 101.014 | 559 |
| FNMA 2.375 1/19/2023 | 3135G0T94 | 1,820,000.00 | 1,884,180.01 | 01/19/2023 | 1.134 | 0.53 | N/A | 103.531596 | 841 |
| FNMA 2.875 9/12/2023 | 3135G0U43 | 1,170,000.00 | 1,263,483.00 | 09/12/2023 | 0.221 | 0.36 | N/A | 107.99 | 1,077 |
| Sub Total / Average FNMA Bond | | 63,505,000.00 | 63,556,822.34 | | 0.875 | 18.04 | | 100.109082 | 1,124 |
| Local Government Investment Pool | | | | | | | | | |
| NCCMT LGIP | NCCMT599 | 72,251.69 | 72,251.69 | N/A | 0.010 | 0.02 | N/A | 100 | 1 |
| NCCMT LGIP | NCCMT135 | 10,652,835.00 | 10,652,835.00 | N/A | 0.030 | 3.02 | N/A | 100 | 1 |
| NCCMT LGIP | NCCMT481 | 8,329,754.28 | 8,329,754.28 | N/A | 0.010 | 2.36 | N/A | 100 | 1 |
| NCCMT LGIP | NCCMT271 | 75,913.88 | 75,913.88 | N/A | 0.010 | 0.02 | N/A | 100 | 1 |
| Sub Total / Average Local Government Investment Pool | | 19,130,754.85 | 19,130,754.85 | | 0.021 | 5.43 | | 100 | 1 |
| Money Market | | | | | | | | | |
| PINNACLE BANK MM | PINNACLE | 5,234,923.86 | 5,234,923.86 | N/A | 0.500 | 1.49 | N/A | 100 | 1 |
| Sub Total / Average Money Market | | 5,234,923.86 | 5,234,923.86 | | 0.500 | 1.49 | | 100 | 1 |
| Total / Average | | 352,535,678.71 | 352,387,461.53 | | 0.875 | 100 | | 99.965892 | 922 |